



AGENDA  
CITY COMMISSION MEETING  
COMMISSION CHAMBERS, CITY HALL  
MONDAY, OCTOBER 26, 2015 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. PRESENTATIONS: None

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES: None

B. PURCHASING ITEMS:

1. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a software volume license agreement with Microsoft Corporation through Software House International (SHI) as the reseller for a 3-year total amount of \$176,645.91; and providing an effective date.
2. Purchase request for the replacement of five (5) vehicles for Fiscal Year 2016 using the Florida Sheriffs Association vehicle contract #15-23-0904.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with VacVision Environmental, LLC for sanitary sewer rehabilitation services for \$101,451.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to adopt Foreign Trade Zone 292, Zone Schedule, and providing an effective date.

2. Resolution of the City Commission of the City of Leesburg, Florida updating compliance with Section 504 of the Rehabilitation Act of 1973, adopting a handicap accessibility self evaluation plan, adopting a transition plan for handicap accessibility, adopting a Section 504 Grievance Procedure; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a lease agreement with SunAir Aviation, Inc., and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida adopting a policy relating to the employment of small, women owned and minority businesses for use in administering community development block grants; adopting a policy relating to the employment of minorities by the City of Leesburg; providing definitions; defining an action plan; and providing an effective date.
5. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake and Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc., and Melon Patch Players, Inc.
6. Resolution of the City Commission of the City of Leesburg, Florida, authorizing a Right of Way Utilization Agreement for the use of a 200 square foot (10x20) site on City property for a sign by Jim Disterhaus (NAPA); and providing an effective date.

5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

- A. Appeal of Partial Denial of Exemption for Religious Purposes for Special Assessment for Fire Services - St. Paul's Catholic Church
- B. First reading of an Ordinance rezoning approximately 0.22 acres on the north side of Dixie Avenue and east of Palmetto Street from R-2 (Medium Density Residential) to SPUD (Small Planned Unit Development) (Harmony United)
- C. Discussion Item - Signage Request for Veterans Memorial Park as presented in September by Mr. Don Van Beck

6. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



# AGENDA MEMORANDUM

**Item No:** 4.B.1.

**Meeting Date:** October 26, 2015

**From:** Tino Anthony, Director of Information Technology

**Subject:** Resolutions approving a three year agreement for Microsoft Volume Licensing of computer software

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## Staff Recommendation:

Staff recommends approval of the Microsoft Enterprise Agreement for Volume Licensing of computer software for a total 3-year total cost of \$176,645.91 or \$58,881.97 per year.

## Analysis:

The purpose of this purchase is to acquire a volume license for software from Microsoft Corporation that is used by the City. The purchase includes 400 licenses for Microsoft Office Standard, Windows OS upgrades, and 450 CoreCAL licenses for servers. The CoreCAL licenses include Windows Server, Exchange Server, Systems Management Server, and SharePoint Portal Server. By agreeing to another 3-year agreement the City will save \$130,000 over the next 3 years from the original contract in place, expiring November 2015.

The City will be purchasing Licenses for the following Microsoft products in the quantities listed:

Licensed Product	Quantity	Per License Cost	Extended Annual Cost
MS Office Standard	400	\$63.00	\$25,200.00
Windows Upgrade	400	\$29.83	\$11,932.00
Core Client Access (CAL)	450	\$40.01	\$18,004.50
CIS Data Center SA	1	\$1,313.51	\$1,313.51
Exchange Server Standard	1	\$114.40	\$114.40
SQL Server Standard Core	4	\$579.39	\$2,317.56
Annual Cost			\$58,881.97
3-Year Total Cost			\$176,645.91

## Procurement Analysis:

This purchase is being made using the State of Florida contract #252-001-09-1. This is a competitively awarded contract by the State of Florida for the purchase of Information Technology Software. This contract is available for use by local governments and municipalities as a cooperative contract. The company, Software House International (SHI), is an authorized Microsoft reseller and an awarded contractor under the State of Florida contract.

The initial term of the Volume Licensing Agreement is 3-years with the option to renew for an additional 3 more years. The annual cost of \$58,881.97 is fixed and firm during the initial 3-year term other than any true-up that may be necessary for any additional users; the City would pay an additional amount based on the per license cost. The Agreement may be terminated early for convenience or for non-appropriation

**Options:**

1. Approve the resolution authorizing execution of the Volume License agreement with Microsoft through SHI for 3-year total cost of \$176,645.91; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

The IT Department budgeted and has available \$75,000.00 in the 2016 fiscal year.

**Submission Date and Time:** 10/22/2015 2:34 PM

Department: <u>Information Technology</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>001-1633-513.46-33</u> Project No. _____ WF No. _____ Budget <u>\$75,000.00</u> Available <u>\$75,000.00</u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY  
CLERK TO EXECUTE A SOFTWARE VOLUME LICENSE  
AGREEMENT WITH MICROSOFT CORPORATION THROUGH  
SOFTWARE HOUSE INTERNATIONAL (SHI) AS THE  
RESELLER FOR A 3-YEAR TOTAL AMOUNT OF \$176,645.91;  
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with Microsoft Corporation whose address is Dept. 551, Volume Licensing, 6100 Neil Road, Suite 210, Reno, Nevada 89511-1137 (email address: tom\_miner@SHI.com) for Computer Software Volume Licensing pursuant to State of Florida contract #252-001-09-1.

**THAT** the City Purchasing Division is authorized to issue a purchase order for 3 consecutive fiscal years for payment of the license costs under the agreement provided Finance has verified funds have been appropriated in the fiscal year.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# Program Signature Form

MBA/MBSA number

U0275474

Proposal ID

Agreement number

01E73214

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113 (K451)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Leesburg <b>Signature*</b> _____ <b>Printed First and Last Name*</b> Elise Dennison <b>Printed Title</b> Mayor <b>Signature Date*</b> 10/26/2015
<b>Tax ID</b> 59-6000362

*\* indicates required field*

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Microsoft Affiliate
Microsoft Corporation
<b>Signature</b> _____ <b>Printed First and Last Name</b> _____ <b>Printed Title</b> _____ <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> _____ <b>Printed Title</b> _____ <b>Signature Date*</b> _____

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Enterprise Enrollment – Custom

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	K451
Previous Enrollment number <i>(Reseller to complete)</i>	5033874	Earliest expiring previous Enrollment end date <sup>1</sup>	11/30/2015

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

**Term.** This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

**Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

**Prior Enrollment(s).** If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Qualified Device” means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate’s Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate’s Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

## **2. Purpose.**

This Enrollment enables Enrolled Affiliate’s Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

## **3. Product Use Rights, Qualifying Systems Licenses and Transitions.**

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
  - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
  - (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
  - (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
  - (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
  - (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
  - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
  - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

## 4. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment are subject to Section 2(e)(i) of the Enterprise

Agreement, as amended, throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
  - (i) Any future pricing (if applicable); and
  - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

## 5. **Order requirements.**

- a. **Minimum Order Requirements.** Except as may be otherwise agreed to in writing, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
  - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
  - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

  - (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

- (ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).
  - (iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
  - (iv) **Late true-up order.** If the true-up order is not received when due:
    - 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
    - 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
  - (v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.
  - (vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:
    - 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.
- d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

## 6. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 7. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**(iv) Customer Data.** Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

#### d. Termination.

- (i) **Termination for cause.** Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure..
- (ii) The parties acknowledge and agree that the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funds are not appropriated by the Legislature, the State of Florida will provide 30 days written notice to Microsoft of such non-appropriation and intent to terminate any applicable Enrollments. (iii)
- (iii) **Early termination.**

If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
  - It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:
- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
  - 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of

installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- (iv) **Effect of termination or expiration.** When an Enrollment expires or is terminated,
  - Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled “Early termination,” all unpaid payments for Licenses immediately become due and payable.
  - Enrolled Affiliate’s right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.
- (v) **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- (vi) **Enterprise Agreement Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments. For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

## ***Enrollment Details***

### **1. Enrolled Affiliate's Enterprise.**

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

☒ Enrolled Affiliate

☐ Enrolled Affiliate and the following Affiliate(s):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity (must be legal entity name)\*** City of Leesburg

**Contact name\* First** Mike **Last** Andrews

**Contact email address\*** mike.andrews@leesburgflorida.gov

**Street address\*** 204 N 5<sup>th</sup> Street

**City\*** Leesburg **State/Province\*** FL

**Postal code\*** 34748-5816

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** US

**Phone\*** 352-728-9786 x4125 **Fax**

**Tax ID**

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may

grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as primary contact

**Name of entity\***

**Contact name\* First Last**

**Contact email address\***

**Street address\***

**City\* State/Province\***

**Postal code\* -**

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\* Fax**

**Language preference.** Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

**c. Microsoft Account Manager.** Microsoft Account Manager for this Enrolled Affiliate is:

**Microsoft account manager name:**

**Microsoft account manager email address:**

**d. Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).**

This is the contact at the ship to/electronic delivery address.

☒ Same as notices contact and Online Administrator

**Name of entity\***

**Contact name: First\* Last\***

**Contact email address (required for online access)\***

**Street address (no PO boxes accepted)\***

**City\* State/Province\***

**Postal code\* -**

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\***

**Phone\* Fax**

**e. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

☒ Same as notices contact and Online Administrator

**Name of entity\***

**Contact name\*: First Last**

**Contact email address\***

**Street address\***

**City\* State/Province\* Postal code\***

**Country\***

**Phone\* Fax**

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

**f. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset **State/Province\*** NJ **Postal code\*** 08873

**Country\*** US

**Contact name\***

Phone\*                      Fax  
Contact email address\*

The undersigned confirms that the information is correct.

**Name of Reseller\*** SHI International Corp

**Signature\*** \_\_\_\_\_

**Printed name\***

**Printed title\***

**Date\***

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional notices contact
  - Software Assurance manager
  - Subscriptions manager
  - Customer Support Manager (CSM) contact

### **3.     *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

# Enterprise and Enterprise Subscription Enrollment Product Selection Form – Amendment ID CTM -SplitCC

The following Amendment *replaces* the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form and Amends the “Order Requirements” Section of the Enrollment.

This Amendment enables the Enrolled Affiliate the ability to meet the initial Enrollment Order requirements with Products other than Enterprise Products and Enterprise Online Services Products. These Products are captured under the Platform Option of “Enterprise Product Components” specified in Step 1 below. Enrolled Affiliate may select “Enterprise Product Components” for all Qualified Users/Devices without the requirement of also having Enterprise Products or Enterprise Online Services specified on this Amendment.

**Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.**

☒ **Enterprise Products.** Choose platform option: Professional Desktop

**Qualified Devices:** 450

**Qualified Users:** 400

☐ **Enterprise Online Services**

**Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order.** Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products <sup>2</sup>	Quantity
<b>Office Professional Plus</b>	
Office Pro Plus	
Office Pro Plus for Office 365	
Office Standard	400
<b>Office 365 Plans<sup>1</sup></b>	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	

Products <sup>2</sup>	Quantity
<b>Client Access License (CAL). Choose 1 option for either Core CAL or Enterprise CAL</b>	
<input checked="" type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	450
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
<b>Enterprise Product Components. Choose 1 or multiple Components</b>	
<input type="checkbox"/> Windows CAL	
<input type="checkbox"/> Exchange Standard CAL	
<input type="checkbox"/> SharePoint Standard CAL	
<input type="checkbox"/> Lync Server Standard CAL	
<input type="checkbox"/> System Center Configuration Manager Client ML	
<input type="checkbox"/> Forefront End Point Protection	
<input type="checkbox"/> Windows Remote Desktop Services CAL	
<input type="checkbox"/> Exchange Enterprise CAL	
<input type="checkbox"/> SharePoint Enterprise CAL	
<input type="checkbox"/> Lync Server Enterprise CAL	
<input type="checkbox"/> System Center Client Management Suite ML	
<input type="checkbox"/> Forefront Protection Suite	
<input type="checkbox"/> Forefront Unified Access Gateway CAL	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
<b>Windows Desktop</b>	
Windows OS Upgrade	400
Windows VDA	
<b>Windows Intune</b>	
Windows Intune	
Windows Intune Add-on <sup>3</sup>	
<b>Other Enterprise Products</b>	
Microsoft Desktop Optimization Pack (MDOP) <sup>4</sup>	
SQL Server Device CAL	
SQL Server User CAL	

**If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:**

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

**Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):**

Products <sup>2</sup>
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input type="checkbox"/> Office 365 (Plan E2)
<input type="checkbox"/> Office 365 (Plan E3)
<input type="checkbox"/> Office 365 (Plan E4)
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on <sup>3</sup>

**Step 4. Establish the Enrolled Affiliate's Price Level.** Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above	Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2–E4)	1	400	250 and Above	D
Client Access License + Office 365 (Plans E1-E4) + Enterprise Product Components	2	450		
Client Access License + Windows Intune Add-on + Windows Intune + Enterprise Product Components	3	450		
Windows Desktop Upgrade + Windows VDA + Windows Intune	4	400		
Product Offering/Pool				Price Level
<b>Enterprise Products and Enterprise Online Services:</b> Set price level using the highest quantity from Groups 1 through 4				D
<b>Additional Product Application Pool:</b> Set price level using quantity from Group 1				D
<b>Additional Product Server Pool:</b> Set price level using the highest quantity from Group 2 or 3				D
<b>Additional Product Systems Pool:</b> Set price level using quantity from Group 4				D

<sup>1</sup> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

<sup>2</sup> Additional Products may be included on the order, but are not selected on this form.

<sup>3</sup> Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

<sup>4</sup> MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

**This form must be attached to a signature form to be valid.**



# AGENDA MEMORANDUM

**Item No:** 4.B.2.

**Meeting Date:** October 26, 2015

**From:** DC Maudlin, Public Works Director

**Subject:** Purchase request for 5 vehicle replacements.

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**Staff Recommendation:**

Staff recommends approval of the purchase requests for five (5) replacement vehicles for a total purchase cost of \$120,696.75 as described here.

**Analysis:**

The Public Works Fleet Services Division has identified and budgeted for the purchase of 5 replacement vehicles as listed here.

Vehicle Description	Fla. Sheriffs Awarded Dealer	Purchase Cost	Assigned Dept.	Budgeted Amount
2016 Ford F150 Crew Cab, 2WD	Alan Jay Ford	\$23,687.25	Police Dept.	\$28,000
2016 Ford F250, w/Service Body, 2WD	Alan Jay Ford	\$28,132.25	Public Works – Facilities	\$32,000
2016 Ford F250, w/Service Body, 4WD	Alan Jay Ford	\$30,881.25	Gas Dept.	\$32,000
2016 Ford Escape SE 4x4	Don Reid Ford	\$21,098.00	Gas Dept.	\$25,000
2016 Ford Fusion S	Don Reid Ford	\$16,898.00	Police Dept.	\$28,000
<b>Total Purchase Cost</b>		<b>\$120,696.75</b>		<b>\$145,000</b>

**Procurement Analysis:**

Each year the Florida Sheriffs Association conducts comprehensive and competitive bid for the purchase of vehicles and equipment. The City may use this contract as a source for the purchase of its vehicles & equipment, police pursuit vehicles in this instance. The FSA awards vehicles to dealers based on region. The awarded Ford dealers on these purchases are Don Reid Ford located in Jacksonville, FL and Alan Jay Ford in Sebring, FL.

Staff is requesting the Commission waive the competitive bid process and authorize the purchase from the Florid Sheriffs Contract #15-23-0904, a cooperative contract, as permitted in the City's Purchasing Policy.

Purchasing has issued Invitation to Bids in the past for the purchase of 'fleet' vehicles. The past response from local auto dealers has been poor. Staff contacted the Leesburg Ford dealer to inquire if they have a dedicated commercial or fleet sales department. Staff was informed the dealer used to

but the sales person had left. The last time Purchasing delivered an Invitation to Bid to the dealer they did not submit a bid response.

The vehicles removed from service will be sold at auction with the proceeds from the sale going to the Fleet Services fund.

**Options:**

1. Approve the purchase requests to Don Reid Ford and Alan Jay Ford using the Florida Sheriffs Association Contract #15-23-0904.
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

Funds in the amount of \$145,000 have been budgeted and are available for the purchase of the 5 vehicles.

**Submission Date and Time:** 10/22/2015 2:34 PM

<p>Department: <u>Public Works</u></p> <p>Prepared by: <u>Mike Thornton</u></p> <p>Attachments: Yes <u>X</u> No <u>    </u></p> <p>Advertised: <u>    </u> Not Required <u>X</u></p> <p>Dates: <u>                    </u></p> <p>Attorney Review : Yes <u>    </u> No <u>    </u></p> <p><u>                                </u></p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head <u>            </u></p> <p>Finance Dept. <u>                    </u></p> <p>Deputy C.M. <u>                    </u></p> <p>Submitted by: <u>                    </u></p> <p>City Manager <u>                    </u></p>	<p>Account No. <u>510-5199-519.64-13</u></p> <p>Project No. <u>FLEET</u></p> <p>WF No. <u>WF0997408 / 001</u></p> <p><u>WF0997413 / 001</u></p> <p><u>WF0997325 / 001</u></p> <p><u>WF0997404 / 001</u></p> <p><u>WF0997420 / 001</u></p> <p>Req. No. <u>47814,47815,47817,</u></p> <p><u>47820,47836</u></p> <p>Budget <u>\$145,000.00</u></p> <p>Available <u>\$145,000.00</u></p>
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<i>Call Us <u>first</u>, for all of your Fleet Automotive, &amp; Light Truck needs.</i>				<b>Quote</b>
<b>PHONE (800) ALANJAY (252-6529)</b>		<b>DIRECT 863-402-4234</b>	<b>WWW.ALANJAY.COM</b>	
<b>Corporate Office</b>	<b>2003 U.S. 27 South Sebring, FL 33870</b>	<b>MOBILE 863-381-3411</b>	<b>Mailing</b>	<b>P.O. BOX 9200</b>
		<b>FAX 863-402-4221</b>	<b>Address</b>	<b>Sebring, FL 33871-9200</b>

## QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	<b>LEESBURG, CITY OF</b>		
ORIGINAL QUOTE DATE:	10/8/2015	REVISED QUOTE DATE:	10/8/2015
CONTACT PERSON:	<b>WILLIAM NICODEM</b>	QUOTED BY	Chris Wilson
PHONE NUMBER:	352-728-9877	--	
FAX NUMBER:	--	EMAIL	<a href="mailto:william.nicodem@leesburgflorida.gov">william.nicodem@leesburgflorida.gov</a>

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904	<a href="http://www.flsheriffs.org">www.flsheriffs.org</a>
---	--

**MODEL:** W1C  
2016 FORD F150 CREW CAB 2WD P/U

SPECIFICATION #:	49
PAGE #:	927
BASE DISTRICT PRICE:	\$21,756.00

BED LENGTH	5
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**\*\*All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.**

FACTORY OPTIONS	DESCRIPTION	
YZ AG	EXTERIOR COLOR OXFORD WHITE WITH MED EARTH GRAY VINYL 40/20/40	\$0.00
998 446	3.5L TI-VCT V6 ENGINE WITH 6-SPD AUTO TRANSMISSION	\$0.00
	POWER EQUIPMENT GROUP INCLUDES: POWER WINDOWS, LOCKS, REMOTE KEYLESS, AUTO	
85A	HEADLAMPS, DAYTIME RUNNING LIGHTS, AND POWER SIDE VIEW MIRRORS	\$1,169.00
53B DB2	FACTORY CLASS IV TRAILER TOW PACKAGE WITH DRAW BAR, 2" BALL, PIN, AND CLIP	\$194.00
76C	FACTORY BACK UP ALARM	\$124.00

[illegible][illegible]

		TOTAL COST		\$23,867.25
TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~			\$0.00
TOTAL COST LESS TRADE IN(S):		QTY	1	= \$23,867.25

**Comments:**

VEHICLE QUOTED BY: Chris Wilson FLEET SALES MANAGER [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

## "I Want to be Your Fleet Provider"

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## Quote

<b>PHONE (800) ALANJAY (252-6529)</b>		<b>DIRECT 863-402-4234</b>	<b>WWW.ALANJAY.COM</b>		<b>4491-1</b>
<b>Corporate Office</b>	<b>2003 U.S. 27 South Sebring, FL 33870</b>	<b>MOBILE 863-381-3411</b>	<b>Mailing</b>	<b>P.O. BOX 9200</b>	
		<b>FAX 863-402-4221</b>	<b>Address</b>	<b>Sebring, FL 33871-9200</b>	

# QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	<b>LEESBURG, CITY OF</b>		
ORIGINAL QUOTE DATE:	<b>10/8/2015</b>	REVISED QUOTE DATE:	<b>10/8/2015</b>
CONTACT PERSON:	<b>WILLIAM NICODEM</b>	QUOTED BY	Chris Wilson
PHONE NUMBER:	<b>352-728-9877</b>	--	
FAX NUMBER:	--	EMAIL	<a href="mailto:william.nicodem@leesburgflorida.gov">william.nicodem@leesburgflorida.gov</a>

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904 [www.flsheriffs.org](http://www.flsheriffs.org)

MODEL:	<u>F2A</u>	SPECIFICATION #:	<u>51</u>
	2016 FORD F250 REG CAB 2WD	PAGE #:	<u>1003</u>
		BASE DISTRICT PRICE:	<u>\$19,737.00</u>

BED LENGTH	8
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**\*\*All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.**

[illegible][illegible][illegible]

	NON-IDENTIFIED CONTRACT OPTIONS TOTAL	\$0.00
--	---------------------------------------	--------

	<b>TOTAL COST</b>	<b>\$28,132.25</b>
--	-------------------	--------------------

TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00
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TOTAL COST LESS TRADE IN(S):	QTY	1	=	<u>\$28,132.25</u>
------------------------------	-----	---	---	--------------------

**Comments:**

VEHICLE QUOTED BY: Chris Wilson FLEET SALES MANAGER [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

*"I Want to be Your Fleet Provider"*

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## Quote

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<b>Corporate Office</b>	<b>2003 U.S. 27 South Sebring, FL 33870</b>	<b>MOBILE 863-381-3411</b>	<b>Mailing</b>	<b>P.O. BOX 9200</b>	
		<b>FAX 863-402-4221</b>	<b>Address</b>	<b>Sebring, FL 33871-9200</b>	

# QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	LEESBURG, CITY OF		
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CONTACT PERSON:	WILLIAM NICODEM	QUOTED BY	Chris Wilson
PHONE NUMBER:	352-728-9877	--	
FAX NUMBER:	--	EMAIL	<a href="mailto:william.nicodem@leesburgflorida.gov">william.nicodem@leesburgflorida.gov</a>

FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904 [www.flsheriffs.org](http://www.flsheriffs.org)

MODEL:	<u>F2B</u>	SPECIFICATION #:	<u>52</u>
	2016 FORD F250 REG CAB 4WD	PAGE #:	<u>1037</u>
		BASE DISTRICT PRICE:	<u>\$22,486.00</u>

BED LENGTH	8
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**\*\*All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.**

[illegible][illegible][illegible]

	NON-IDENTIFIED CONTRACT OPTIONS TOTAL	\$0.00
--	---------------------------------------	--------

	<b>TOTAL COST</b>	<b>\$30,881.25</b>
--	-------------------	--------------------

TRADE IN	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	\$0.00
----------	---	--------

TOTAL COST LESS TRADE IN(S):	QTY	1	=	\$30,881.25
------------------------------	-----	---	---	-------------

**Comments:**

VEHICLE QUOTED BY: Chris Wilson FLEET SALES MANAGER [chris.wilson@alanjay.com](mailto:chris.wilson@alanjay.com)

## *"I Want to be Your Fleet Provider"*

I appreciate the opportunity to submit this quotation. Please review if carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

# PROPOSAL

DATE: OCTOBER 26, 2015

NAME: CITY OF LEESBURG

EMAIL: WILLIAM.NICODEM@LEESBURGFLORIDA.GOV

ATTN: WILLIAM NICODEM

2016 FORD ESCAPE SE 4X4 (U9G)	\$21,098.00
1.6L ECOBOOST ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
EXTERIOR – OXFORD WHITE	
INTERIOR – MEDIUM LIGHT STONE	
TOTAL	\$21,098.00
PER FSA CONTRACT 15-23-0904	
SPEC # 25	

## PURCHASER ACKNOWLEDGES:

DON REID FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - [EJore@aol.com](mailto:EJore@aol.com)

ACCEPTED: \_\_\_\_\_

PO#

Respectfully submitted,

ERIC JORE

## FLEET MANAGER

DON REID FORD, INC.

# PROPOSAL

DATE: OCTOBER 16, 2015

NAME: CITY OF LEESBURG

EMAIL: WILLIAM.NICODEM@LEESBURGFLORIDA.GOV

ATTN: WILLIAM NICODEM

2016 FORD FUSION S (P0G)	\$16,898.00
2.5L I4 IVCT ENGINE	
6 SPEED AUTOMATIC TRANSMISSION	
EXTERIOR – INGOT SILVER (UX)	
INTERIOR – EARTH CLOTH	
TOTAL	\$16,898.00
PER FSA CONTRACT 15-23-0904	
SPEC # 13	

PURCHASER ACKNOWLEDGES:

DON REID FORD IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: FORD MOTOR COMPANY PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

Please return this form via Fax: (407) 647-4779 or email - [EJore@aol.com](mailto:EJore@aol.com)

ACCEPTED: \_\_\_\_\_

Respectfully submitted,  
ERIC JORE  
FLEET MANAGER  
DON REID FORD, INC.



# AGENDA MEMORANDUM

**Item No:** 4.B.3.

**Meeting Date:** October 26, 2015

**From:** DC Maudlin, Public Works Director

**Subject:** Resolution authorizing the execution of a construction services agreement with VacVision Environmental, LLC for the Meadow Street sanitary sewer rehabilitation project

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## **Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of an agreement with VacVision Environmental, LLC for \$100,451.00 for rehabilitation of the Meadow Street sanitary sewer.

## **Analysis:**

This project will rehabilitate 1,200 linear feet of vitrified clay pipe using a cured in place pipe repair process. The segment to be rehabilitated runs from Canal Street west along Meadow to Palmetto then to a manhole located halfway between Palmetto and 2<sup>nd</sup> Street. This section of pipe is in poor condition; failures in this section of pipe a year ago resulted in a sewage spill and costly emergency repairs.

The cured in place pipe (CIPP) process uses a flexible liner saturated with resin epoxy which is blown into the old pipe with a special machine. Once the liner is in place, a bladder is then inserted the entire length of the pipe and pressurized, forcing the liner against the interior wall of the old pipe. This creates a "pipe in a pipe" and seals all cracks, breaks, and leaks. This process eliminates the need to excavate and remove the old line or trench to insert a new sewer line. The cost to replace this sewer line using conventional excavation would be significantly more than using the CIPP process.

## **Procurement Analysis:**

On August 14, 2015 the Purchasing Division issued Invitation to Bid (ITB) number 150461. Notification of this opportunity by legal advertisement in the Orlando Sentinel, as well as posting on-line at Public Purchase.com was accomplished.

On September 17, 2015 sealed bids were received from two prospective contractors and evaluated by Purchasing and Public Works staff. The low bidder submitted references regarding performance of similar previous projects. Purchasing has verified/checked their past performance references, qualifications, and licenses.

VacVision Environmental, LLC has submitted a responsive bid and deemed responsible. Staff recommends awarding the bid to VacVision Environmental, LLC as a responsible contractor submitting the lowest responsive bid.

## SUMMARY OF BIDS

Bidder Name	Location	Total Cost	Local Vendor Preference
VacVision Environmental, LLC	Tampa, FL	\$91,499.00	No
Hinterland Group, Inc.	Cocoa, FL	\$94,900.00	No

The City's Local Vendor Preference policy was not a factor as neither bidder was eligible for Local Vendor Preference consideration.

The total amount of the agreement is \$100,451.00 which includes; (1) the base bid amount of \$91,499.00 for Line Segments P001-218 and P001-211; (2) \$3,000.00 for Unit Price Option for rehabilitating 6-inch laterals if it is determined during construction 6-inch laterals exist; and (3) \$5,952.00 to include sewer line rehabilitation of Line Segment P001-646 approximately 150 linear feet at \$39.68 per linear foot.

Payment and performance bonds are not required on this project/contract.

Options:

1. Approve award of the ITB and execution of the agreement with VacVision Environmental, LLC; or
2. Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

This project was included in Fiscal Year 2014-15. Funds are available and will need to be rolled to the current year to complete this project.

Submission Date and Time: 10/22/2015 2:35 PM

Department: <u>Public Works</u>	Reviewed by: _____	Account: <u>044-4099-535-6310</u>
Prepared by: <u>Terry Pollard</u>	Finance Dept. _____	
Attachments: Yes <u>X</u> No _____	Deputy C.M. _____	Project No. <u>440002</u>
Advertised: <u>X</u> Not Required _____	Submitted by: _____	
Dates: <u>8/16/15</u>	City Manager _____	WF No. <u>0935430/001</u>
Attorney Review: Yes ____ No <u>X</u>		Req. #:: <u>47420</u>
 _____		Budget : <u>\$100,451.00</u>
Revised 6/10/04		Available: <u>\$100,451.00</u>

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES  
AGREEMENT WITH VACVISION ENVIRONMENTAL, LLC  
FOR SANITARY SEWER REHABILITATION SERVICES FOR  
\$100,451.00; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement  
with VACVISION ENVIRONMENTAL, LLC whose address is 10200 US Hwy 92 East,  
Tampa, Florida 33610 (email: benroese@vac-vision.com) for Sanitary Sewer Rehabilitation  
construction services pursuant to Invitation to Bid 150461.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 26th day of October 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Vendor		VacVision Environmental, LLC	Hinterland Group, Inc.
Location		Tampa, FL	Cocoa, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount
1	Meadow St. Sewer Rehabilitation P001-218 and P001-211	\$91,499.00	\$94,900.00
Local Vendor Preference Applied For		NO	NO
<b>Total Base Bid Amount</b>		<b>\$91,499.00</b>	<b>\$94,900.00</b>
<b>ADD OPTIONAL ITEMS</b>			
1A	Meadow St. Sewer Rehabilitation Line Segment P001-210	\$15,000.00	\$22,000.00
1B	Additional cost difference between 4" and 6" service lateral rehabilitation	\$3,000.00	\$800.00
<b>SEALED BID RESPONSIVENESS REVIEW SUMMARY</b>			
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	YES
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES
Meets Contractor License Requirement		YES	YES
Contractor License Number		CUC057159	CGC1520354
Item Bid Schedule		YES	YES
Bidders Certification		YES	YES
General Vendor Information		YES	YES
Acknowledgement of Addenda		YES	YES
Sub-Contractor Listing		YES	YES
Equipment Listing		YES	YES
Time for Completion		30 days	30 days

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton , Purchasing Manager

## **AGREEMENT FOR CONTRUCTION SERVICES**

**THIS AGREEMENT** is made as of the 26th day of October in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **VACVISION ENVIRONMENTAL, LLC** whose address is 10200 US Hwy 92 East, Tampa, Florida 33610 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Sewer Rehabilitation - Meadow Street Project** to the CITY as listed in Invitation to Bid 150461 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150461, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$100,451.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FIVE (5) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later THIRTY (30) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**

**Attention: Mike Thornton, Purchasing Manager**

**P.O. Box 490630**

**Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project;

and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

**16. Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**17. Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

**18. Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid

under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be BENJAMIN ROESE, Managing Member. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE, Assistant Director, Public Works.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Elise Dennison, Mayor

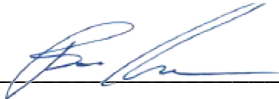
ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**VACVISION ENVIRONMENTAL, LLC**

By:  \_\_\_\_\_

Printed: Benjamin Roese \_\_\_\_\_

Its: Managing Member \_\_\_\_\_  
(Title)

## **ATTACHMENT “A”**

### **SCOPE OF SERVICES**

- I. Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Contract Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Meadows Street Sewer Rehabilitation Project as required by Invitation to Bid (ITB) 150461.
- II. Incorporation of Sections.** The following sections of the Invitation to Bid 150461 document are incorporated by reference and made a part hereof:
- a. Section 1 - Special Terms & Conditions,
  - b. Section 2 -Scope of Work,
  - c. Section 3 - General Terms & Conditions,
  - d. Section 4 - Supplemental Conditions – Construction,
  - e. Section 5 - City Forms as completed and submitted by CONTRACTOR, and
  - f. Section 6 - Sewer Rehab Site Plan
- III. Bid Submittal.** The original September 17, 2015 bid submittal from the Contractor is incorporated by reference and made a part hereof.
- A. Unit prices submitted by the vendor are attached as **ATTACHMENT “B”** and are incorporated by reference and made a part hereof.

*[Rest of page intentionally left blank.]*

**ATTACHMENT “B”**

**MEADOWS STREET  
SEWER REHABILITATION**

**PRICING**

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	<b>LINE SEGMENTS P001-218 AND P001-211*</b> Construction Services as established by the Scope of Work. Providing all labor, material, equipment and supervision. Including proper disposal of all debris removed from site. (See ITB Section 2, Item SW-3A)	1	LS	\$ 91,499.00	\$ 91,499.00
2	Additional cost difference between 4” and 6” service lateral rehabilitation for Item 1 above. (See ITB Section 2, Item SW-3C)	1	LS	\$ 3,000.00	\$ 3,000.00
<b>ADD OPTION ITEM</b>					
3	<b>LINE SEGMENT P001-646*</b> Line Rehab. Providing all labor, material, equipment and supervision. Including proper disposal of all debris removed from site. Does not include rehab of Laterals.	150	LF	\$ 39.68	\$ 5,952.00
<b>Total Cost</b>					<b>\$ 100,451.00</b>

LS = Lump Sum

LF = Linear Feet

\*Line segments are shown on drawing included in Invitation to Bid document.



# AGENDA MEMORANDUM

**Item No:** 4.C.1.

**Meeting Date:** October 26, 2015

**From:** Tracey Dean, Airport Manager

**Subject:** Resolution authorizing the adoption of Foreign Trade Zone 292, Zone Schedule

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**Staff Recommendation:**

Staff recommends adoption of the Foreign Trade Zone 292, Zone Schedule

**Analysis:**

The Foreign Trade Zone Board (FTZB) approved Lake County as FTZ 292, in January 2015. As a zone grantee, the City is required to adopt and make available to the public, a zone schedule, including rates charged to users in the zone. This zone schedule will also be kept on file by the Foreign Trade Zone Board and publicized on their website. The proposed rates are cost recovery based. The FTZB allows the schedule to be updated in the event that the adopted rates are underestimated or overestimated. The Customs Border Patrol Officer and the Airport Manager have discussed their duties and responsibilities, and have arrived at these proposed initial rates. Currently, our zone is not active and there are no users to charge. The fees have been calculated based on the optimism of activating one to three zone users within FY 2016 and possible marketing costs.

Staff requests Commission's direction regarding marketing endeavors. Two marketing examples are attached; PowerPoint presentation from Oklahoma City, FTZ 106, and a brochure from Ft. Lauderdale, FTZ 241.

**Options:**

1. Adopt the Foreign Trade Zone 292, Zone Schedule; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

None, adoption of rates only.

Future revenues and expenses should be neutral. If they are not, the rates will be revised.

The FTZ Act's public utility requirement means a zone cannot serve as a profit center for Grantee.

Submission Date and Time: 10/22/2015 2:35 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>048-0000-369-0900</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND  
CITY CLERK TO ADOPT FOREIGN TRADE ZONE 292, ZONE  
SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to adopt a Zone Schedule  
on behalf of the City of Leesburg, as the Grantee of Foreign Trade Zone 292.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 26th day of October 2015.

\_\_\_\_\_  
ELISE DENNISON, Mayor

ATTEST:

\_\_\_\_\_  
J. ANDI PURVIS, City Clerk

**Zone Schedule**  
**Foreign Trade Zone 292**  
**Lake County, Florida**

**Grantee: City of Leesburg**

# U.S. Foreign Trade Zone No. 292

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Foreign Trade Zone No. 292

Lake County, Florida

Grantee: City of Leesburg

## **Table of Contents**

### 1. Rules and Regulations

- Zone Operation
- Zone Activation and Deactivation
- Reporting and Record Keeping

### 2. Rates/Charges Assessed for FTZ 292

## 1. RULES AND REGULATIONS

- Zone Operation

Operator shall operate and maintain the Zone Site in accordance with the terms of the Grantee/Operator Agreement, all Regulations and other applicable Governmental Requirements for operation of the Zone Site.

Operator may conduct in the Zone Site all activities necessary to operate the Zone Site as permitted by the Foreign Trade Zone Act, and only activities for the purposes specified in the FTZ Board order authorizing Operator's Zone Site.

The City or its designated representative(s), Customs Border Patrol (CBP) and authorized U.S. Government officers, shall have the right to enter the Zone site during normal business hours, upon twenty-four hours' notice to Operator – User.

Operator – User shall maintain, in good condition, the Zone site premises at all times so as not to endanger any persons who may be required to enter the site.

- Activation and Deactivation

Operator shall conform to the CBP request for activation of the foreign-trade zone at the Zone Site. Operator shall not construct any additional Zone Site facility or alter the premises comprising the Zone Site without prior approval of the CBP and prior concurrence by the City in each case.

If Operator deactivates the Zone Site, Operator shall provide not less than ninety (90) days prior notice of its election to deactivate the Zone Site. Said notice period shall not commence until the Operator has provided written notice of deactivation to the City and a planning meeting occurs with CBP on the deactivation. In no event shall the City be required to refund any portion of the Annual Fee for any period in which the Zone Site is deactivated.

- Reporting and Record Keeping

Operator will submit to the City, by February 1 of each year, all information as may be necessary to enable the City to file the Annual Report with the FTZ Board. Operator will be charged \$100.00/day late fees until reporting is provided.

## U.S. Foreign Trade Zone No. 292

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### 2. FTZ 292 ZONE SCHEDULE FEES

Fee Type	Description	Charge
Application	Application submission	No Charge
Activation	One-time non-refundable	\$250.00
<b>Operator Agreement Fees</b>		
0 -10 acres	Annual	\$250.00
11-20 acres	Annual	\$350.00
21-35 acres	Annual	\$450.00
35+ acres	Annual	\$550.00
<b>Annual Report Late Fees</b>		\$100.00/day

TO IMPROVE YOUR COMPETITIVE EDGE



OKLAHOMA  
CITY

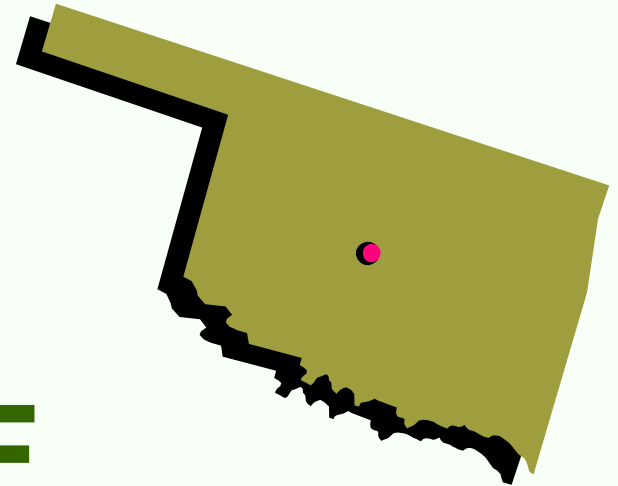
405-680-3262



**FTZ 106**

**Port Authority of the  
Greater Oklahoma City Area**

**TO IMPROVE  
YOUR  
COMPETITIVE  
EDGE**





# Establishment of FTZs

## Foreign-Trade Zones are established:

- Ø To encourage and expedite U.S. participation in international trade
- Ø To expedite exportation of domestic goods with foreign and domestic content
- Ø To defer payment of duties until goods enter into the commerce of the U.S.



# Is FTZ 106 Right for You?

IF YOU ANSWER “YES” TO ANY OF THE FOLLOWING THEN FTZ 106 CAN HELP.

- Ø Do you manufacture, assemble or process with imports?
- Ø Do you regularly pay more than \$485 per week in merchandise processing fees?
- Ø Do you scrap, reject, destroy, waste, or return some of your imports?
- Ø Do you export previously imported materials?



# Is FTZ 106 Right for You?

IF YOU ANSWER “YES” TO ANY OF THE FOLLOWING THEN FTZ 106 CAN HELP.

- Ø Do you have to wait long periods of time for your orders to get through border customs?
- Ø Do you sell your imported products to companies that reside in Foreign Trade Zones?
- Ø Are you selling to the military?
- Ø Are you currently utilizing a Customs tariff-reduction program?



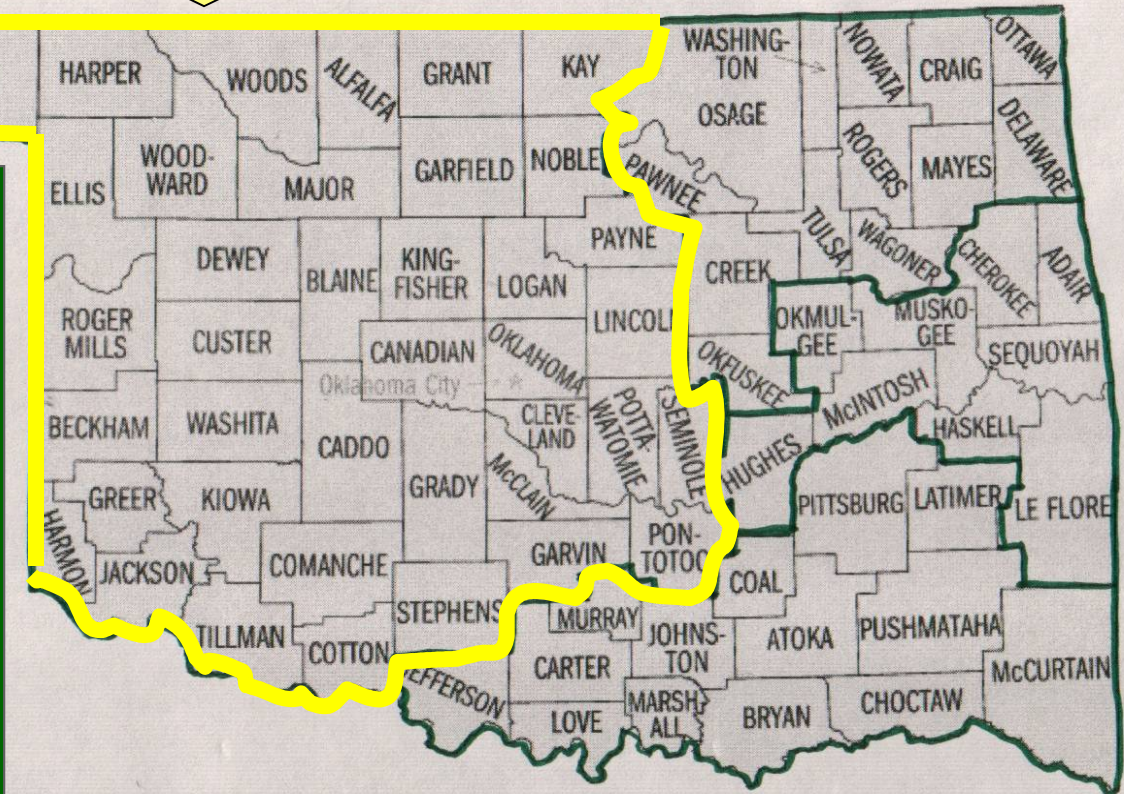
# OK FTZ Regions (by counties)

106

## CUSTOMS PORTS OF ENTRY

Oklahoma City 42

You can take advantage of multiple sites, including importing directly into your physical location!



*We can help if you are located this region.*



# What is an FTZ?

- Ø Usually located in or near Customs Ports of Entry at industrial parks or terminal warehouse facilities
- Ø A FTZ site or park is a specially designated and secured area operating under U.S. Customs supervision
- Ø Almost any type of goods may be brought in duty free for any kind of manipulation.



# What is a FTZ?

Foreign-Trade Zones are areas which are geographically inside the U.S. but are legally considered outside its Customs territory.

- Admissions into FTZ: Duty Free
- Exports from FTZ: Duty Free
- Imports to U.S. from FTZ: Dutiable

Imports to the Zone





# Types of Foreign Trade Zones

## How you can take advantage of FTZ 106

### Ø Become a General Purpose Operator

- Manufacturing
- Distributing

### Ø Use a General Purpose Warehouse

### Ø Become a Manufacturing Subzone

- A special purpose zone used for a limited purpose that cannot be accommodated in an existing zone. Normally privately owned.



# What can you do in an FTZ?

A facility where goods may be:

received	stored
manipulated	manufactured
exhibited	examined
tested	calibrated
destroyed	exported
repacked	assembled
mixed with domestic goods	
title transferred	

**With NO duties  
paid going into  
the zone!**





# FTZ Savings

Derived exclusively from a tax management approach to U.S. Customs Duties and Fees.

Realized in Four Ways:

Customs Duty Elimination - Scrapping, Exports

Customs Duty Reduction - Inverted Tariffs

Deferral of Customs Duty Payment – Inventory  
(a one time benefit usually  
the least profitable of the 3)

Customs Fee Reductions – Merchandise  
Processing Fees (MPF)



# Duty Elimination



Inbound  
Goods

Inbound  
Goods

Quality  
Control

**FTZ 106**

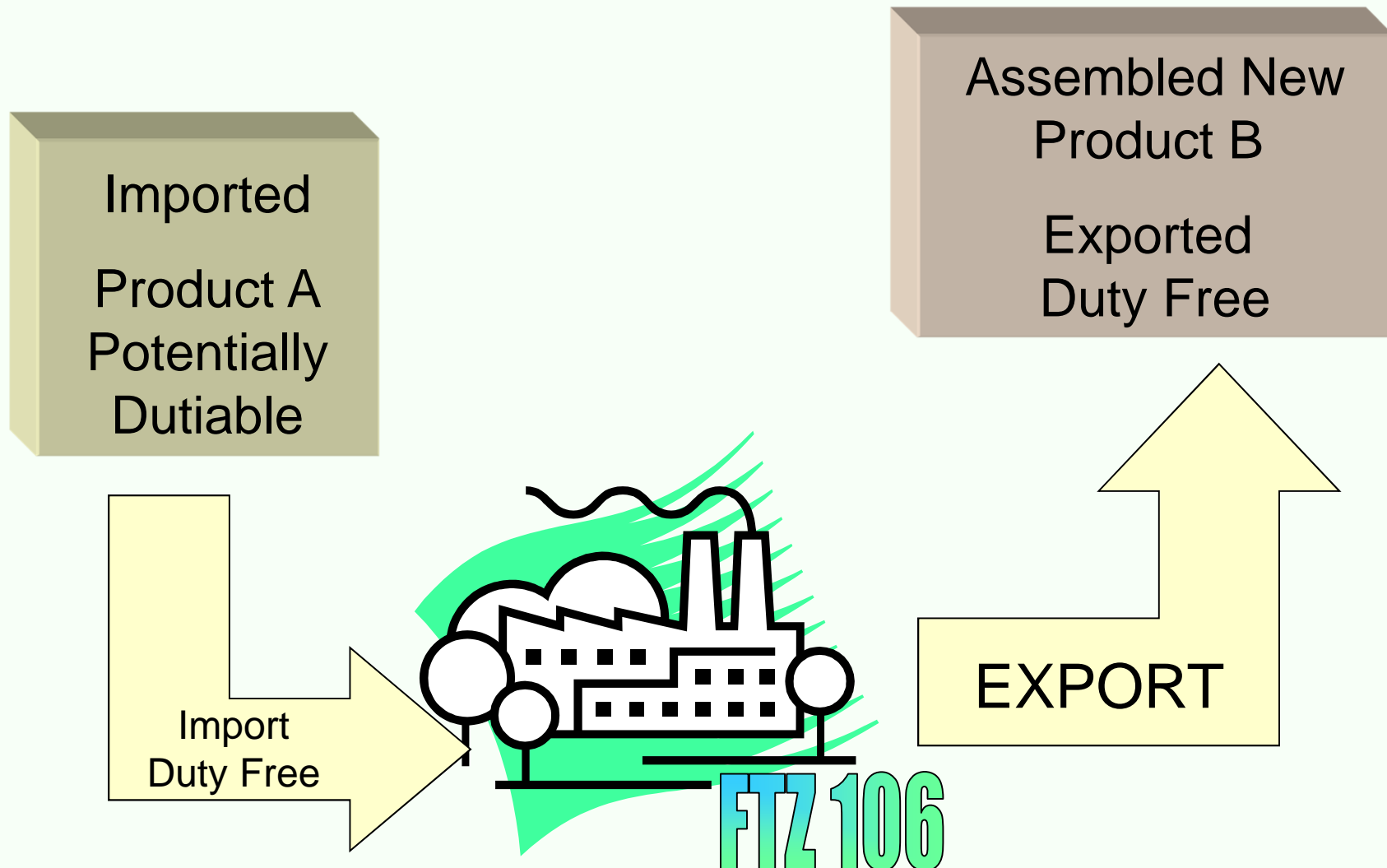
Receiving Process

May be blanket or  
single transaction

Scrapped – Duty Free



# Duty Elimination





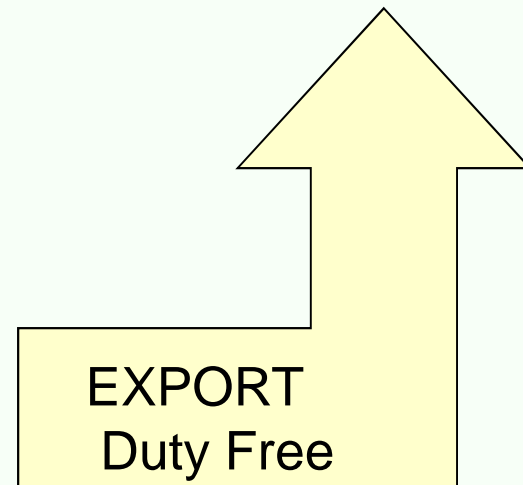
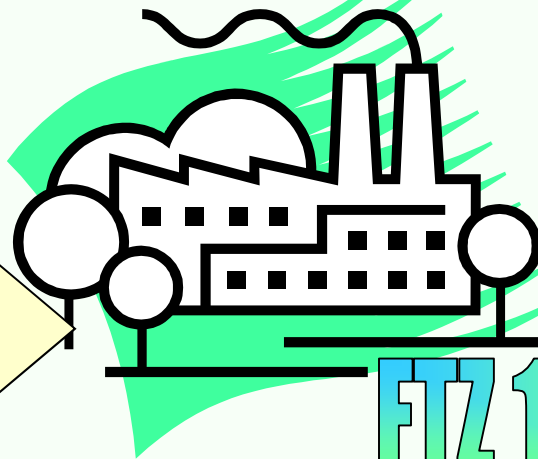
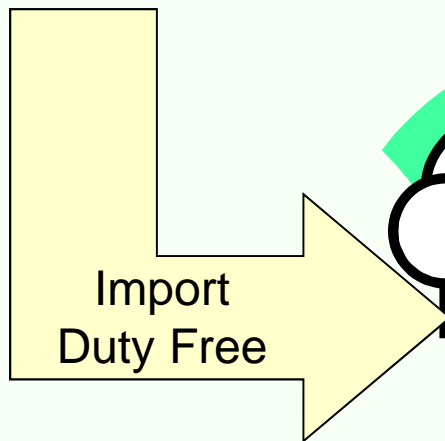
# Duty Elimination

Imported  
Product A  
Potentially  
Dutiable

Another FTZ

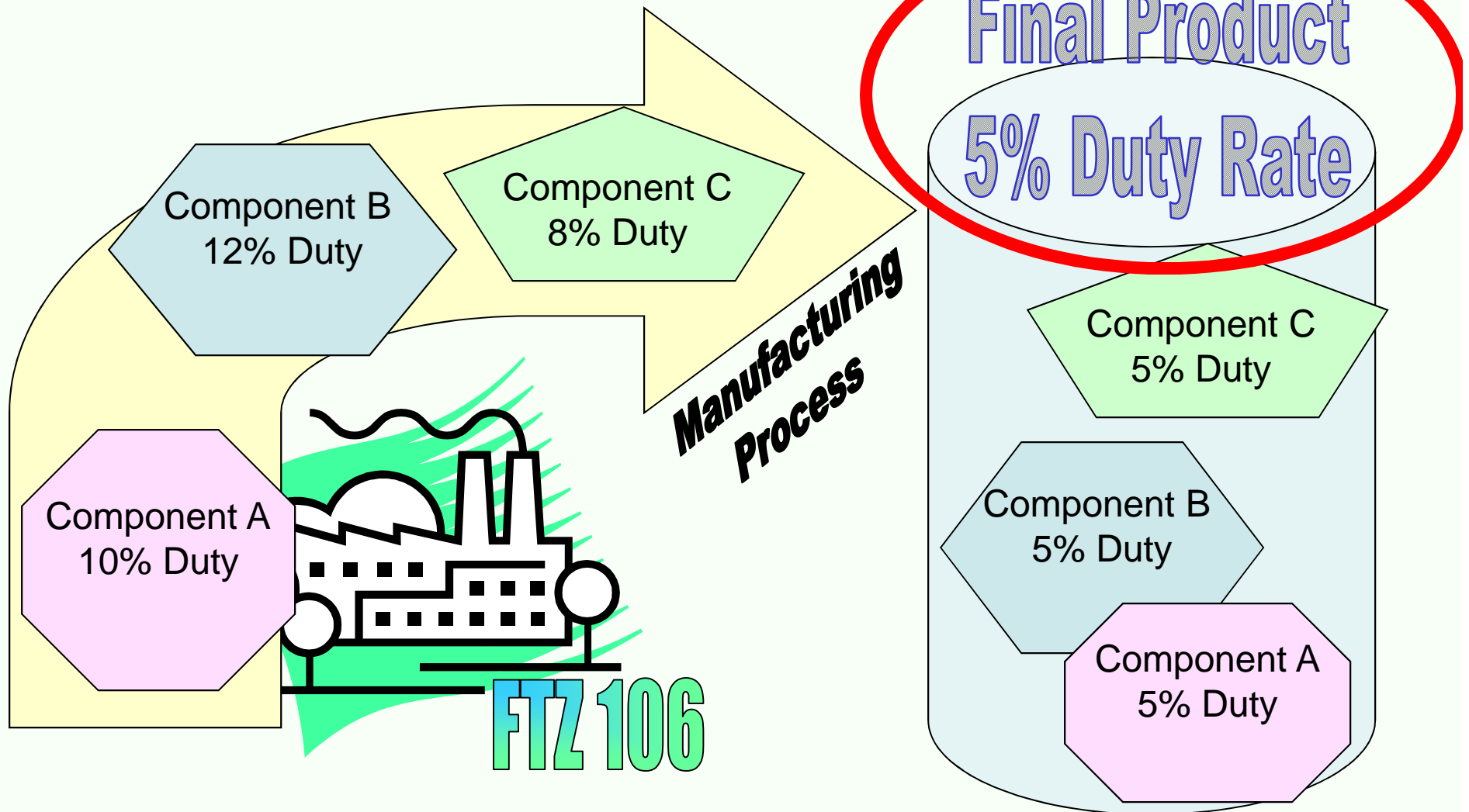


Military Bases



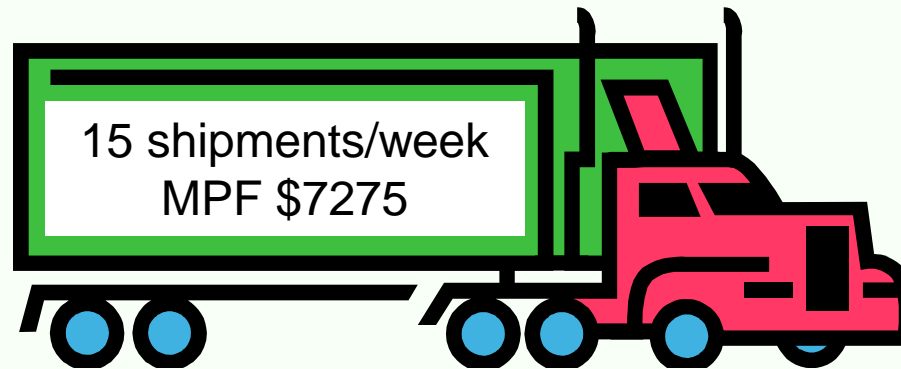


# Inverted Duty Rate

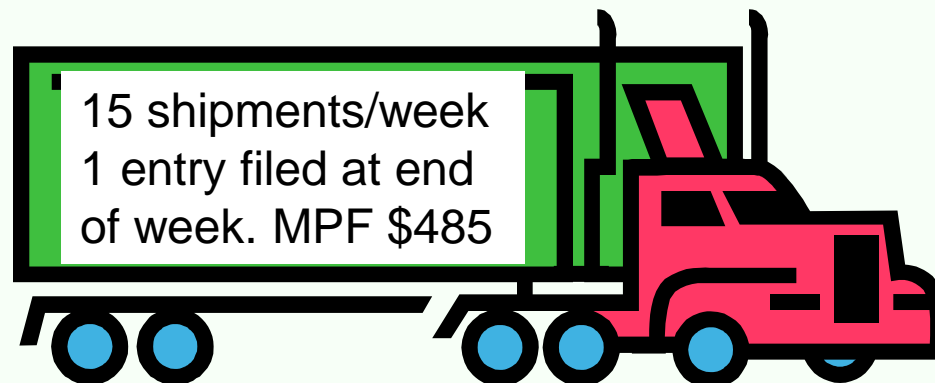




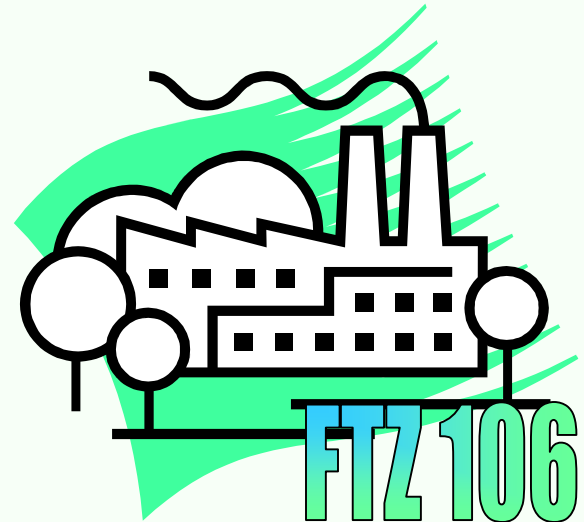
# Merchandise Process Fees



Shipments into commerce



Shipments into commerce with weekly entry





# Deferred Duty

Product A Duty Owed

**Received  
January**

Product A Duty Paid

**Shipped  
April**

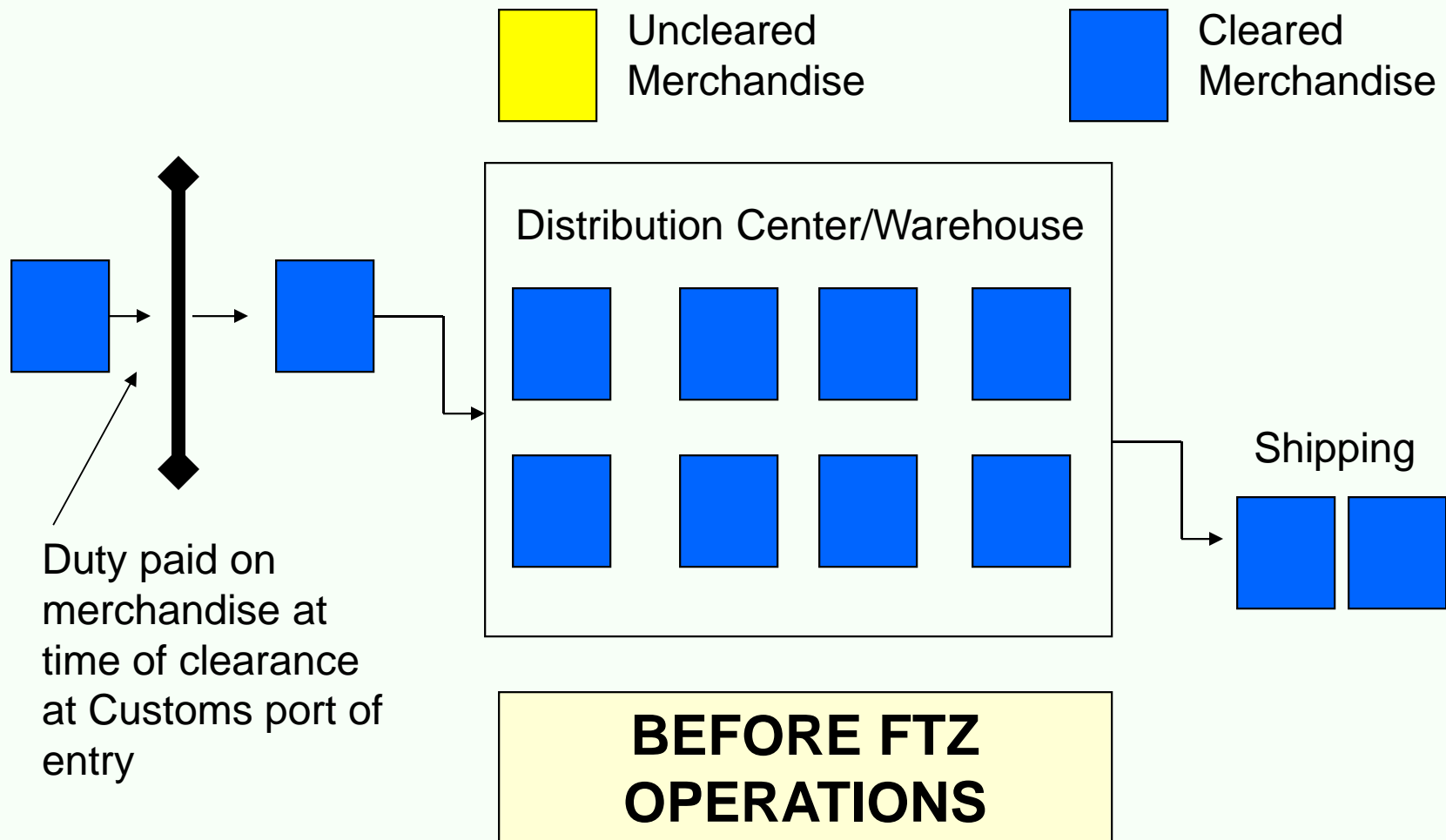


**FTZ 106**

Improve Your Cash Flow



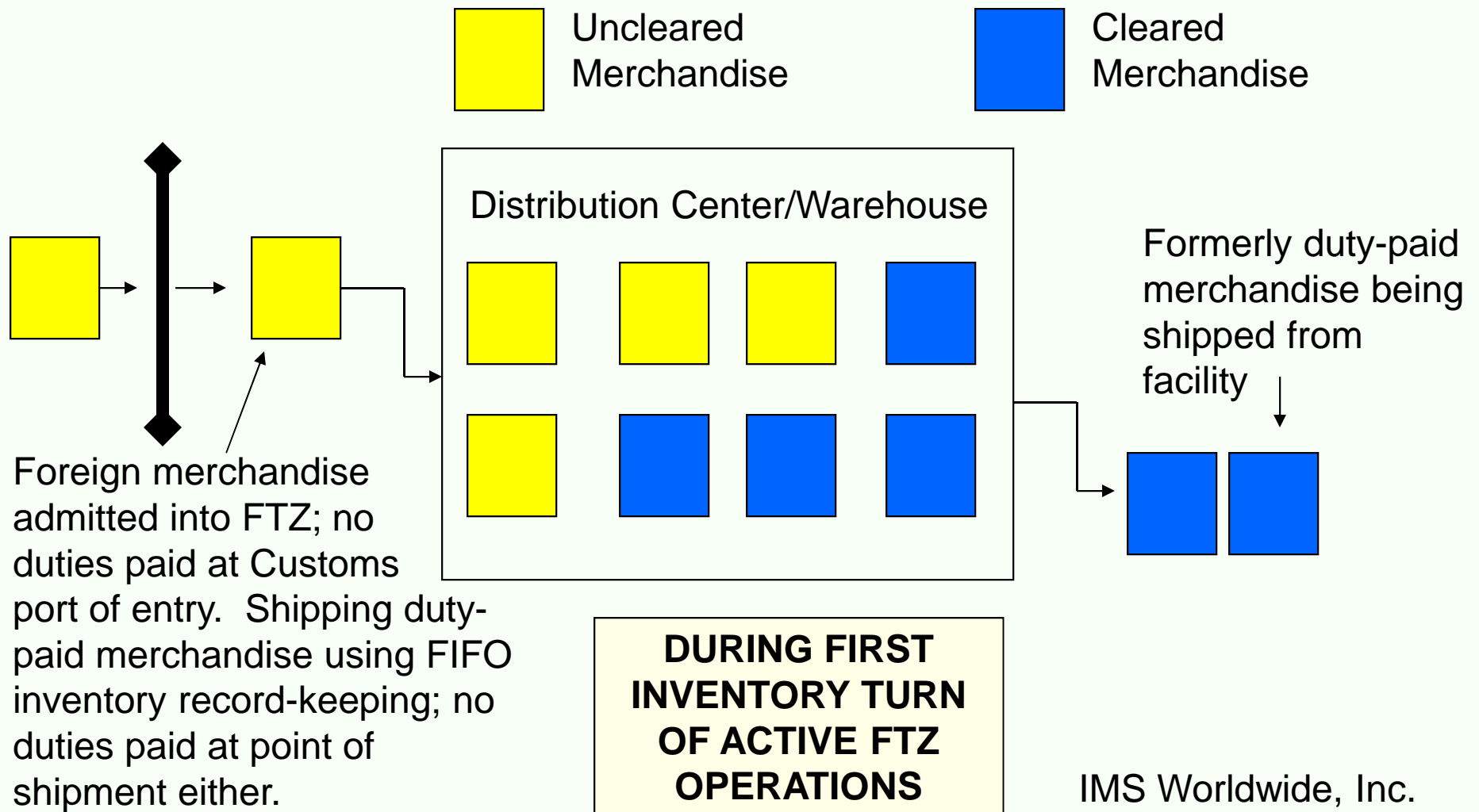
# One-Time Benefit & Duty Deferral Explanation



IMS Worldwide, Inc.

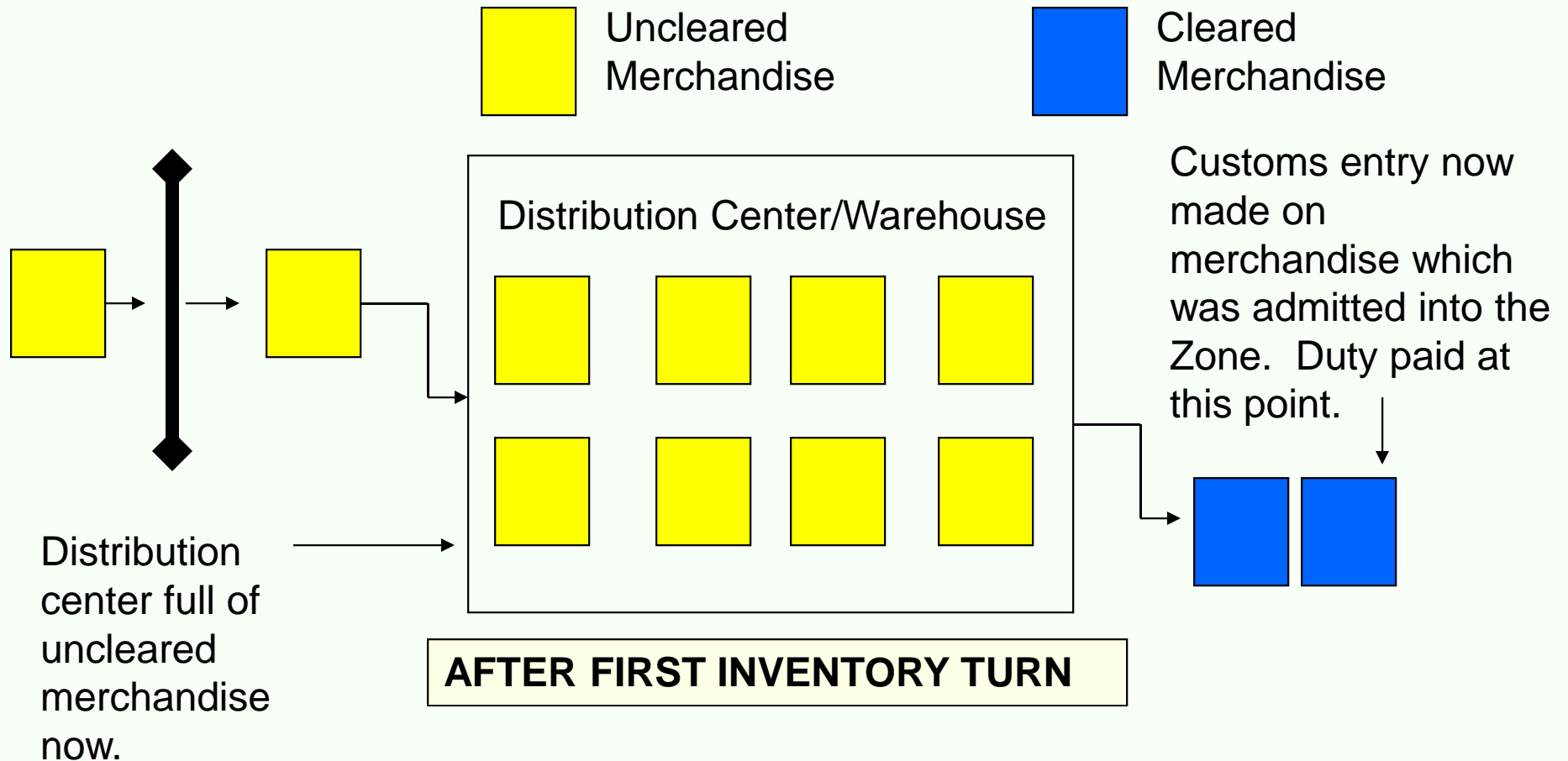


# One-Time Benefit & Duty Deferral Explanation





# One-Time Benefit & Duty Deferral Explanation





# Production Equipment

- Ø May be admitted without payment of duties until completely assembled, installed, tested and used in full scale production.
- Ø Merchandise shall be subject to classification according to its character, condition, and quantity at the rate of duty applicable at the time the equipment is used in production.



## Other Benefits

- Ø Lower administrative costs
- Ø Lower security and insurance costs
- Ø No time constraints on storage
- Ø Shorter transit time – direct delivery
- Ø Improved inventory control
- Ø Informed customs officer



# Public Benefits

- Ø Help facilitate and expedite international trade.
- Ø Allows you to continue to employ **YOUR** workers
- Ø Help create employment opportunities



# FTZ Employment Top 10

State	Employment
Texas	71,007
Ohio	29,803
Illinois	29,726
Louisiana	27,175
Kentucky	18,125
Tennessee	16,829
Indiana	16,038
Arizona	13,857
California	11,576
Mississippi	10,415
<b>Oklahoma #26</b>	<b>2,249</b>



# Public Benefits

- Ø Encourage and facilitate exports
- Ø Help attract offshore activity and encourage retention of domestic activity
- Ø Assist state/local economic development efforts



# FTZ Exports Top 10

State	Exports
Texas	\$3,520,000,000
South Carolina	\$2,980,000,000
Ohio	\$2,780,000,000
Alabama	\$1,750,000,000
Tennessee	\$1,420,000,000
Florida	\$860,000,000
Mississippi	\$690,000,000
Louisiana	\$640,000,000
Arizona	\$590,000,000
Alaska	\$550,000,000
<b>Oklahoma #32</b>	<b>\$23,460,000</b>



# Who Supervises?

U.S. Customs is responsible for ensuring compliance with the following regulations.

19 U.S.C. 81 a-81u

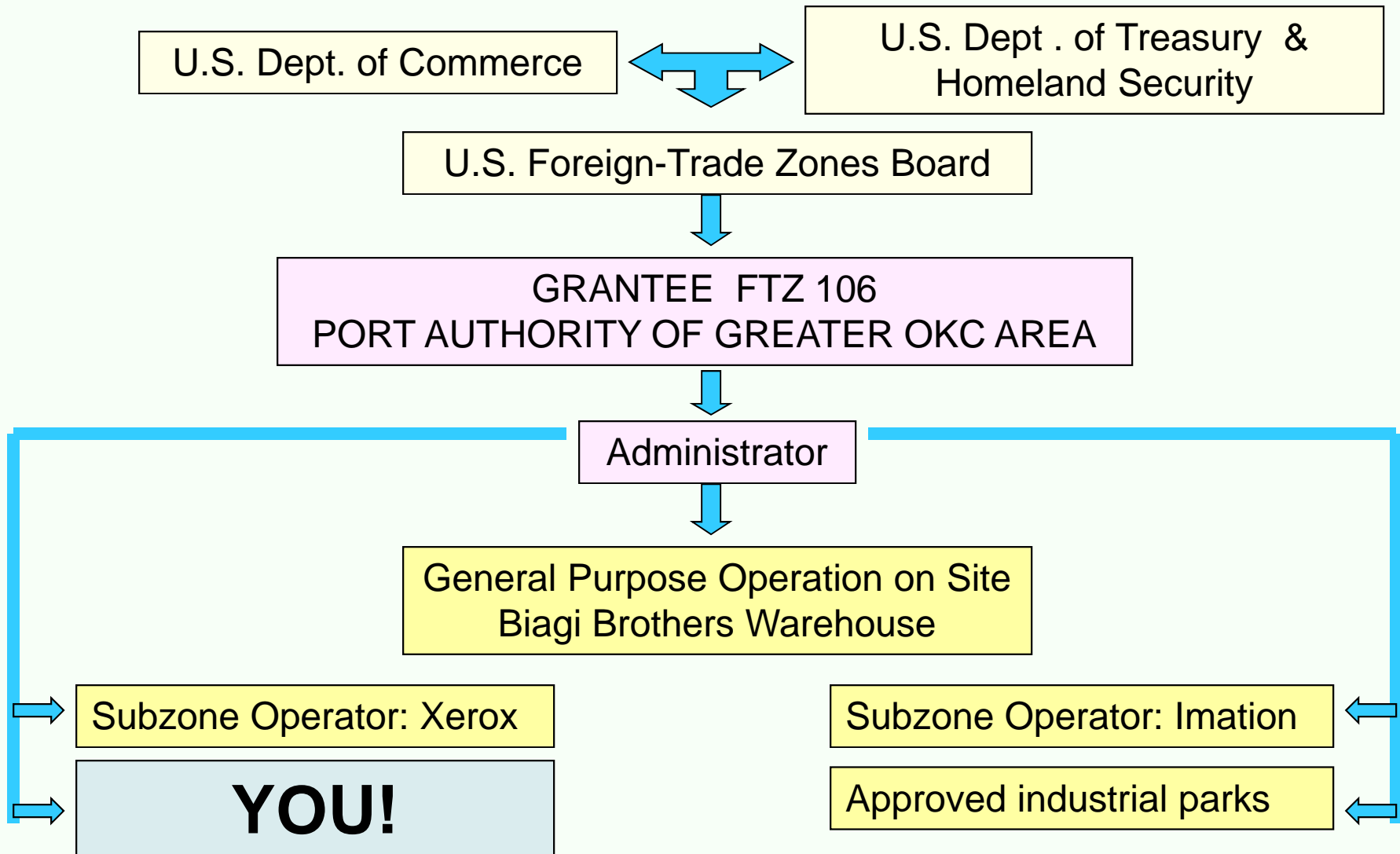
15 CFR PART 400

19 CFR PART 146





# FTZ 106 Organization





# Role of CBP

## Principle Interests and Concerns

- Ø Control of merchandise moving to/from a zone
- Ø Collection of all revenue
- Ø Ensure adherence to laws and regulations
- Ø Ensure merchandise has not been overtly or clandestinely removed from zone without proper Customs permit
- Ø Ensure proper security measures at zone facilities



# Role of Port Director

- Ø Oversees the zone as the Board representative
- Ø Reviews port policy and comments on applications
- Ø Reviews and comments on various zone procedures
- Ø Approves discretionary requirements (specific authority requests)



# Role of Port Director

- Ø Requires an adequate FTZ Operator's Bond
- Ø Assesses penalties and liquidated damages
- Ø Initiates suspension, if necessary
- Ø Recommends revocation to FTZ Board, if necessary



# Terminology

## U.S. Foreign-Trade Zones Board

- Ø Agency responsible for the establishment and administration of Zones through Board's regulations
- Ø Does not handle day-to-day administration of any Zones
- Ø Provides grants to Grantees



# Terminology

## Grantees

- Ø Almost always public corporations or government agencies
- Ø Establish, operate, and maintain Zones
- Ø Enters into agreements with Operators or Subzones



# Terminology

## Administrator

- Ø Maybe subcontracted by the grantee for the purpose of overseeing or marketing the zone
- Ø Luther Trent - Administrator 106
- Ø May be a source of technical expertise on Customs and FTZB issues



# Terminology

## Operator or Subzones

- Ø Responsible for compliance with Customs regulations relating to Zones
- Ø Responsible for day-to-day operation of the Zone which can include warehousing, storage, transportation, distribution, and manufacturing
- Ø May enter into agreements with Users



# Terminology

## Users

Ø Uses a Zone for its benefits and pays the Grantee or Operator for their services such as rent on facilities, storage, handling, or manufacturing.



# Fees

- Ø Application fee - \$5,000 to FTZ #106
- Ø Application fee - \$4000 to Dept. of Commerce
- Ø One time activation fee - \$5,500  
(upon approval of the application)
- Ø Yearly administration of the operating agreement:
  - Subzone or Manufacturing Zone Operator - \$12,000
  - Private General Purpose Zone Operator - \$6,000
  - Publicly Owned General Purpose Zone Operator - \$4,000
- Ø Custom's Warehouse Bonding fee - variable



# Bonded Warehouse

FTZ operators are required by Customs to be bonded. The amount required is variable based on the average value of single shipments.

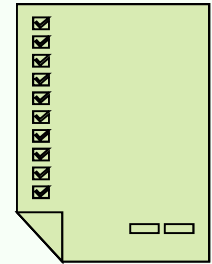
Shipment Value	Bond Fee
\$100,000	\$500
\$50,000	\$250
\$10,000	\$100



# Required Documents

Admission, Removal, Activities, and  
Required Documents

Only 4 Customs Forms (CBP) are  
required for normal operations:



CBP 214: Application for FTZ  
Admission

CBP 216: FTZ Activity Permit

CBP 3461: Entry/Immediate Delivery

CBP 7501: Entry (MPF)



# Inventory Control and Record Keeping

An Operator's or User's inventory tracking system (ITS) must account for:

- Ø All merchandise in the Zone
- Ø All merchandise removed from the Zone
- Ø Location of merchandise
- Ø Zone status
- Ø Beginning balance, receipts, removals and current balance
- Ø Destruction, scrap, waste, by-products
- Ø Cost or value, unless, Operator financial records are available for Customs review



# Inventory Control and Record Keeping

Customs accepts any inventory tracking system that “protects the Revenue of the U.S.”

- Ø First-In-First-Out
- Ø Foreign-In-First-Out
- Ø Lot specific
- Ø Part number
- Ø Bill of materials
- Ø Liquid bulk FIFO
- Ø Serial number specific
- Ø Others





# Confidentiality

U.S. Customs is under specific legal restrictions against divulging:

- Ø company cost

- Ø quantity

- Ø specification data on imported products

No more or less subject to currently gathered and publicly reported trade statistics normal public entities



# Confidentiality

Any applications filed with the FTZ Board become public information, however, procedures exist in the regulations to protect sensitive and proprietary information.

Ø This protection supersedes the Freedom of Information Act



# FTZ Cost/Benefit Analysis

## Benefits – What you save

Duty Rate Reduction (Inverted Duty)	\$ 400,000 (EST)
Merchandise Processing Fee Avoidance .21% of value vs. \$485/wk max.	\$ 18,000
Deferred Duty Payment @ 7.5%	<u>\$ 19,000</u>
Total	\$ 437,000

## COSTS

Brokers Fees Zone Operation vs. Standard Clearance Process	\$ 0
Operating Costs Change	\$ 0
Security Administration	\$ 10,000
Data Processing	\$ 5,000
Duty Payments on Unexpected “Up Adjustments”	\$ 5,000
U.S. Customs Assurance Bond	<u>\$ 1,000</u>
Total	\$ 21,000

**Net Benefit**

**\$416,000**



# Required Signage

TARIFF ADMINISTRATION

**WARNING**

**YOU ARE ENTERING A  
U.S. FOREIGN TRADE ZONE**

ALL PERSONS AND PACKAGES ENTERING OR  
LEAVING THE ZONE ARE SUBJECT TO INSPECTION

WHOEVER MALICIOUSLY ENTERS WITH INTENT TO  
REMOVE THEREFROM ANY MERCHANDISE, OR  
UNLAWFULLY REMOVES MERCHANDISE FROM U.S.  
CUSTOMS SERVICE CUSTODY OR CONTROL SHALL  
BE GUILTY OF A FEDERAL CRIME AND FINE NOT  
MORE THAN \$5000.00 OR IMPRISONED NOT MORE  
THAN 2 YEARS, OR BOTH (18 USC 549)



# Application Process

**Contact the**

**Administrator for  
more details.**



# SMSB Fast Track

T/IM Temporary/Interim Manufacturing Authority

- Ø 500 employees or less.
- Ø Will approve up to 5 products.
- Ø Will approve up to 20 components and 10 inverted tariffs
- Ø Standardized application
- Ø 2 years temporary permit - permanent one at the end of the period. No additional application is necessary.
- Ø Will be processed in 75 days.



# Questions?

For additional information

call

405.680.3260



**FTZ241**  
FOREIGN-TRADE ZONE 241  
FORT LAUDERDALE • FLORIDA



**FTZ241**  
FOREIGN-TRADE ZONE 241  
FORT LAUDERDALE • FLORIDA



## FTZ241 | A GLOBAL ADVANTAGE FOR BUSINESSES

Fort Lauderdale is home to FTZ No. 241, a thriving Foreign Trade-Zone (FTZ) that can instantly make your company more competitive with those abroad, generate significant savings, enhance revenue, and free up resources for job growth and business development.

Operating in FTZ No. 241 is easier than ever thanks to Fort Lauderdale's Alternate Site Framework (ASF). Zone designation can be assigned to existing or new businesses located in Broward County, or companies may relocate to Fort Lauderdale Executive Airport's 200-acre Industrial Park. Plus, with our expedited application process, your site application could be approved in 30 days or less!

### FOR BUSINESSES

In an ever-increasing competitive business climate, the focus on cost savings and efficiency is paramount. By taking advantage of the benefits offered by Foreign Trade Zone No. 241, businesses operate on a more level playing field with their international competitors to increase their profitability.

FTZ's assist businesses by creating and retaining jobs and encouraging investment in the U.S. By helping local employers remain competitive, FTZs contribute to maintaining or boosting employment opportunities. Lower FTZ-based production costs encourage increased investment in U.S. facilities.



#### **DUTY REDUCTION**

In a FTZ, users are allowed to elect a zone status on merchandise admitted to the zone. The status determines the duty rate when and if it is entered into U.S. commerce from the FTZ. This allows users to elect the lower duty rate applicable to either the foreign inputs or the finished product manufactured in the zone. If the rate on the finished product is lower than the rate on the inputs, the FTZ user may choose the finished product rate, thereby reducing the amount of duty owed.

#### **DUTY DEFERRAL**

Customs duties are paid only if and when merchandise enters U.S. commerce. This benefit equates to a cash flow savings

that enables companies to keep critical funds accessible for their operating needs while the merchandise remains in the zone. There is no limit on the length of time that merchandise can remain in a zone.

#### **DUTY ELIMINATION**

Duty is not paid on merchandise exported from a FTZ. Therefore, duty is also eliminated on merchandise exported from the FTZ. Generally, duties are also eliminated for merchandise that is scrapped, wasted, tested, or destroyed in a zone.

# FTZ241 | FREQUENTLY ASKED QUESTIONS

## WHAT IS A ZONE SITE?

- An Industrial Park
- An industrial development inside a port or airport
- A company's facility

## WHAT ACTIVITY IS PERMITTED IN A ZONE?

- Merchandise in a zone may be assembled, exhibited, cleaned, manipulated, mixed, processed, relabeled, repackaged, stored, repaired, salvaged, sampled, tested, displayed, and destroyed
- Manufacturing and processing activity is approved by the FTZ Board
- Retail trade is prohibited in activated zone space

## WHAT IS FORT LAUDERDALE'S CURRENT INTERNATIONAL BUSINESS CLIMATE?

- World-class international business center and one of the most desirable locations for new, expanding, or relocating businesses
- Supports a diverse range of industries, including marine, manufacturing, finance, insurance, real estate, high tech, avionics/aerospace, film, and television production
- Nearly 40 percent of area businesses are involved in international business, according to the Chamber Commerce

## FOR MORE INFORMATION, PLEASE CONTACT:

Karen Reese | Business Outreach and FTZ Administrator  
FORT LAUDERDALE EXECUTIVE AIRPORT  
6000 N.W. 21st Avenue | Fort Lauderdale, FL 33309  
P: (954) 828-4955 | F: (954) 938-4974  
[www.flyfxe.com](http://www.flyfxe.com)



If you would like this publication in an alternate format, please call (954) 828-4755 or email [webmaster@fortlauderdale.gov](mailto:webmaster@fortlauderdale.gov).



# AGENDA MEMORANDUM

**Item No:** 4.C.2.

**Meeting Date:** October 26, 2015

**From:** Ken Thomas, Housing & Redevelopment Manager

**Subject:** Resolution Updating the Section 504 Handicap Accessibility Requirements of the Community Development Block Grant Program and Adopting a Handicap Accessibility Evaluation and Transition Plan and Grievance Procedures

---

**Staff Recommendation:**

Staff recommends acceptance of the resolution adopting a handicap accessibility evaluation and transition plan and grievance procedures.

**Analysis:**

As part of the City's agreement to receive Federal funding (HUD, CDBG, etc.) the City must meet Section 504 of the Rehabilitation Act of 1973. The Florida Department of Economic Opportunities (DEO) is requiring the City inspect all public facilities where a public meeting/gathering would take place or a disabled employee would work and verify it meets standard ADA compliance. As part of the mandate from DEO, Fred Fox Enterprises Incorporated was hired by the City to consult on the administration of the City's current CDBG (Community Development Block Grant) Neighborhood Grant. One of the services they provide is helping the City prepare a 504 self-evaluation plan. The self-evaluation plan (Exhibit A) involved inspecting and determining which facilities need to be upgraded so that the City can develop a draft three (3) year plan to address any architectural barriers that would limit someone with a disability from utilizing each facility. DEO allows a community to spread out the work so it doesn't create a cost burden on a community.

In addition to the ADA accessibility plan, the City is establishing a compliant and grievance procedure to process any complaints including those relating to handicap accessibility, the treatment of handicapped individuals and to eliminate discrimination against people who have a physical or mental impairment.

**Options:**

1. Approve the resolution adopting the Accessibility and Transition 504 Plan and grievance procedures; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

Adopting the resolution will require programming of capital improvement projects to address the Draft public facilities improvements.

Submission Date and Time: 10/22/2015 2:35 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____mwr Submitted by: City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA UPDATING COMPLIANCE WITH  
SECTION 504 OF THE REHABILITATION ACT OF 1973,  
ADOPTING A HANDICAP ACCESSIBILITY SELF EVALUATION  
PLAN, ADOPTING A TRANSITION PLAN FOR HANDICAP  
ACCESSIBILITY, ADOPTING A SECTION 504 GRIEVANCE  
PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Leesburg desires to comply with the Section 504 Handicap Accessibility Requirements of the Community Development Block Grant programs and have all publicly accessible City owned facilities made handicap accessible; and

**WHEREAS,** The City of Leesburg has completed a review of City-owned facilities accessible to the public for ADA handicap compliance; and

**WHEREAS,** The City of Leesburg desires to make all City-owned public facilities accessible to Handicap individuals, and

**WHEREAS,** The City of Leesburg is establishing a Complaint and Grievance Procedure to process any complaints including those relating to handicap accessibility, the treatment of handicapped individuals and to eliminate discrimination against any person who: has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, and is regarded as having such an impairment.

**NOW THEREFORE, BE IT RESOLVED** by the City of Leesburg as follows:

1. That the City of Leesburg hereby adopts the following 24 CFR Part 8 Self Evaluation Plan labeled as Exhibit A, and
2. That the City of Leesburg hereby adopts the following 24 CFR Part 8 Transition Plan labeled as Exhibit B, and
3. That the City of Leesburg hereby adopts the following Section 504 Compliance and Grievance Procedure labeled as Exhibit C, and
4. That the City of Leesburg affirms the City Manager as the person responsible for implementation of the Plan.

**THIS RESOLUTION** shall take effect immediately upon its adoption in the manner required by law.

**DULY PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida at a regular meeting on this 26th day of October, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
Elise A. Dennison, Mayor

Attest:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

**CITY OF LEESBURG, FLORIDA**  
**SECTION 504 GRIEVANCE PROCEDURE**

Section 504 of the Rehabilitation Act of 1973 provides that no qualified disabled person shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The City of Leesburg, Florida has completed its Section 504 Self Evaluation Guide and its Transition Plan which details the modifications/corrective actions needed to allow handicap accessibility relative to the City's public buildings and facilities. The Self Evaluation Guide and Transition Plan are on file in the City Clerk's office in the City of Leesburg, City Hall and are available for public review and inspection, upon request.

In an effort to comply with all the provisions as set forth in Section 504 of the Rehabilitation Act of 1973, The City of Leesburg, Florida herein establishes the following Grievance Procedure by passage of Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2015.

1. The City of Leesburg, Florida has completed its Section 504 Self Evaluation Guide and has determined to what extent its public facilities, employment practices, communications system, programs, and services are accessible to handicapped individuals.
2. The City of Leesburg, Florida has appointed its City Manager as its Section 504 Coordinator. The Section 504 Coordinator shall be responsible for the City's overall compliance with Section 504 of the Rehabilitation Act of 1973 and further shall coordinate the implementation of the Transition Plan with the respective City Departments.
3. It is the Policy of the City of Leesburg to eliminate discrimination against any person who: has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, and is regarded as having such an impairment.
4. Any handicapped person or groups representing handicapped persons that feel that a grievance is warranted relative to accessibility to handicapped persons in public facilities, employment practices, communication systems, programs, services, etc. under the direct control of the City of Leesburg, shall submit said grievance in writing to the City Manager's Office
5. The City Manager shall coordinate the response to the grievance with the Section 504 Coordinator and shall issue the City's response within thirty (30) days of receipt of said grievance. If the person/group feels that his/her complaint has not been sufficiently addressed by the City Manager, an appeal may be made to the City of Leesburg, City Commission. The City Commission shall render its decision relative to the grievance within thirty (30) days of hearing the complaint. At any point, the aggrieved may register a complaint with the Department of Economic Opportunity, 107 East Madison Street-MS-C 400, Tallahassee, Florida 32399-6508 the CDBG overseeing agency in place at the time of the complaint.
6. All complaints registered at the local level shall have a response from the City Commission or City Human Resource Officer within sixty (60) days of the lodging of the complaint and/or appeal. In the event the aggrieved has exhausted all appeals without a decision satisfactory to himself/herself, he/she may pursue other legal channels in an attempt to achieve satisfaction.

Resolution #: \_\_\_\_\_ Date Approved \_\_\_\_\_

7. A file of all "written" grievances and/or complaints and the City's response to said grievance/complaint shall be maintained and available for public inspection upon request.

**DULY PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida at a regular meeting on this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
, Mayor

**ATTESTED:**

\_\_\_\_\_  
, City Clerk

**CITY OF LEESBURG  
24 CFR PART 8  
SELF EVALUATION PLAN**

A) Program and Activities Conducted:

PROGRAMS	PURPOSE
CDBG	To make infrastructure improvements to City owned facilities

B) The Policies and Practices that govern the above programs and activities:

- 1) Outreach and Communications
- 2) Complaint Procedures
- 3) Eligibility and Admission Criteria
- 4) Employment Policy
- 5) Physical Accommodations
- 6) Fair Housing Ordinance

C) Person responsible for Evaluation:

City Manager

D) Do written policies or practices limit the participation of individuals with handicaps?

	<u>Needed Changes</u>
1) Notices (written)	Y___ N <u>X</u>
2) Complaint Procedures	Y___ N <u>X</u>
3) Eligibility Policy	Y___ N <u>X</u>
4) Employment Policy	Y___ N <u>X</u>
5) Transportation	Y___ N <u>X</u>
6) Telephone Communications (TDD's)	Y___ N <u>X</u>
7) Interpreters/Readers	Y___ N <u>X</u>
8) Use of Contractors	Y___ N <u>X</u>
9) Audio-Visual Preservations	Y___ N <u>X</u>
10) Automated Electronic Equipment	Y___ N <u>X</u>
11) Emergency Evacuation	Y___ N <u>X</u>
12) Fair Housing	Y___ N <u>X</u>

E) Ways handicapped persons and other interested persons have participated in the Self Evaluation Plan.

The City Manager for the City of Leesburg who is familiar with all the City owned buildings has reviewed the Self Evaluation and is in agreement with the proposed work that needs to be addressed.

F) Recipients that employ 15 or more employees must maintain on file and make the information available to the public upon request. File must be kept for at least six (6) years.

The City of Leesburg employs over 15 employees. This information will be available to the public upon request.

Resolution #: \_\_\_\_\_ Date Approved \_\_\_\_\_

**CITY OF LEESBURG  
TRANSITION PLAN  
SCHEDULE OF IMPROVEMENTS**

CHANGES TO BE MADE ACCORDING TO FISCAL YEAR BUDGET

Year 1 –

***City Hall-*** 1. Install knee protectors to exposed plumbing under bathroom sinks

***Community -  
Development  
Planning/Zoning/  
Building Dept.*** 1. Install knee protectors to exposed plumbing under bathroom sinks

***Fire Station #1-*** 1. Install knee protectors to exposed plumbing under bathroom sinks

***Venetian Cove -  
Marina*** 1. Install knee protectors to exposed plumbing under bathroom sinks  
2. Install lever door knob to Dock Masters office - ramp exterior entrance

***Pat Thomas-  
Stadium*** 1. Install ADA compliant bathroom signs with Braille  
2. Install knee protectors to exposed plumbing under bathroom sinks

***Airport -  
Administration*** 1. Install ADA compliant bathroom signs with Braille

***Public Works-*** 1. Install ADA compliant bathroom signs with Braille  
2. Install knee protectors to exposed plumbing under bathroom sinks

***Susan Street -  
Sport Complex*** 1. Install knee protectors to exposed plumbing under bathroom sinks

Year 2 –

***Pat Thomas -  
Stadium*** 1. Install ADA compliant parking with access route/sidewalk to Stadium

***Susan Street -  
Sport Complex*** 1. Install ADA compliant parking with access route/sidewalk to existing side walks

Year 3 –

***Library-*** 1. Install audible floor indicator in elevator

***Pat Thomas -  
Stadium*** 1. Install ADA compliant ramp to seating area

***Susan Street -  
Sport Complex*** 1. Install ADA compliant access route/sidewalk to all venues including courts and picnic area

Resolution #:\_\_\_\_\_ Date Approved\_\_\_\_\_

**CITY OF LEESBURG  
TRANSITION PLAN  
SCHEDULE OF IMPROVEMENTS**

CHANGES TO BE MADE ACCORDING TO FISCAL YEAR BUDGET

Year 3 –

***Berry Park-***            1. Install ADA compliant bathroom with access route/sidewalk

***Herlong Park-***        1. Install ADA compliant bathroom

***John L. Johnson -***   1. Install ADA compliant bathroom  
***Park***                    2. Install ADA compliant access route/sidewalk from parking area  
                              to park and to all venues

***Singeltary Park-***     1. Install ADA compliant bathroom

Resolution #:\_\_\_\_\_ Date Approved\_\_\_\_\_

# 24 CFR PART 8

## SELF EVALUATION - TRANSITION PLAN

LOCALITY NAME: CITY OF LEESBURG

DATE: \_\_\_\_\_

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)  
B. Determine if there are physical barriers to program participation? YES or NO

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fountains	12. Warm-signal	13. Assem-areas	14. Tele-phones	NEEDED CHANGES
CDBG OFFICE/ BUSINESS INCUBATOR	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed
CITY HALL	No	No	No	No	No	No	No	No	N/A	Yes	No	No	No	N/A	1. Install knee protectors to exposed plumbing under bathroom sinks
COMMUNITY DEVELOPMENT PLANNING- ZONING BUILDING DEPT	No	No	No	No	No	No	No	N/A	N/A	Yes	No	No	No	N/A	1. Install knee protectors to exposed plumbing under bathroom sinks
LIBRARY	No	No	No	No	No	No	No	Yes	N/A	No	No	No	No	N/A	1. Need audible floor indicator in elevator.
POLICE DEPT	No	No	No	No	No	No	No	No	N/A	No	No	No	No	N/A	No Changes Needed
FIRE STATION #1	No	No	No	No	No	No	No	N/A	N/A	Yes	No	No	No	N/A	1. Install knee protectors to exposed plumbing under bathroom sinks

Resolution #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

## SELF EVALUATION - TRANSITION PLAN

LOCALITY NAME: CITY OF LEESBURG

Page #2

- A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)
- B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fountains	12. Warn-signal	13. Assem-areas	14. Tele-phones	NEEDED CHANGES
COMMUNITY CENTER	No	No	No	No	No	No	No	N/A	N/A	No	N/A	No	No	N/A	No Changes Needed
VENTIAN COVE MARINA	No	No	No	No	No	Yes	No	N/A	N/A	Yes	No	No	No	N/A	1. Install knee protectors to exposed plumbing under bathroom sinks 2. Install lever door knob to ramp entrance of Dock Masters office.
PAT THOMAS STADIUM	Yes	Yes	Yes	N/A	Yes	No	No	N/A	N/A	Yes	N/A	Yes	No	N/A	1. Need ADA compliant Parking 2. Need access route from parking lot to walkway 3. Need ADA compliant Bathroom signs (Braille) 4. Install knee protectors to exposed plumbing under bathroom sinks 5. Need ADA compliant ramp to seating area

Resolution #:

Date Approved

- A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)  
B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fountains	12. Warning signal	13. Assembly areas	14. Telephones	NEEDED CHANGES
AIRPORT ADMINISTRATION	No	No	No	No	No	No	No	N/A	N/A	No	No	Yes	No	N/A	1. Need ADA compliant Bathroom signs (Braille)
PUBLIC WORKS	No	No	No	N/A	No	No	No	N/A	N/A	Yes	No	Yes	No	N/A	1. Install knee protectors to exposed plumbing under bathroom sinks 2. Need ADA compliant Bathroom signs (Braille)
SLEEPY HOLLOW SPORTS COMPLEX	No	No	No	No	No	No	No	N/A	N/A	No	N/A	No	No	N/A	No Changes Needed
SUSAN STREET SPORTS COMPLEX	Yes	Yes	Yes	No	No	No	No	N/A	N/A	Yes	N/A	No	Yes	N/A	1. Need ADA compliant Parking with access route to sidewalks 2. Install knee protectors to exposed plumbing under bathroom sinks 3. Install access routes/sidewalks to all venues including courts and picnic area

Resolution #: \_\_\_\_\_ Date Approved: \_\_\_\_\_

- A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)
- B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fount- ains	12. Warn- signal	13. Assem- areas	14. Tele- phones	NEEDED CHANGES
BERRY PARK	No	No	No	No	No	N/A	N/A	N/A	N/A	Yes	N/A	Yes	No	N/A	1. Needs ADA compliant bathroom with sign (Braille) and access route/sidewalk to bathroom
HERLONG PARK	No	No	No	No	No	N/A	N/A	N/A	N/A	Yes	N/A	Yes	No	N/A	1. Needs ADA compliant bathroom with sign (Braille).
JOHN L JOHNSON PARK	Yes	Yes	No	Yes	Yes	N/A	N/A	N/A	N/A	Yes	N/A	Yes	No	N/A	1. Needs ADA compliant bathroom with sign (Braille) 2. Need access route/ sidewalk from parking area to park and to all venues (courts, picnic, etc.)
VENETIAN GARDENS PARK	No	No	No	No	No	No	No	N/A	N/A	No	N/A	No	No	N/A	No Changes Needed
SINGLETARY PARK	No	No	No	No	No	N/A	N/A	N/A	N/A	Yes	N/A	Yes	No	N/A	1. Needs ADA compliant bathroom with sign (Braille)

Resolution #: \_\_\_\_\_ Date Approved \_\_\_\_\_

- A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)  
 B. Determine if there are physical barriers to program participation?      YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fount- ains	12. Warn- signal	13. Assem- areas	14. Tele- phones	NEEDED CHANGES
LEESBURG RECREATIONAL COMPLEX	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed

Resolution #: \_\_\_\_\_ Date Approved \_\_\_\_\_

C. The schedule for taking steps necessary to make needed changes:

Year 1 -

*City Hall-*

1. Install knee protectors to exposed plumbing under bathroom sinks

*Community Development -  
Planning/Zoning/  
Building Dept.*

1. Install knee protectors to exposed plumbing under bathroom sinks

*Fire Station #1-*

1. Install knee protectors to exposed plumbing under bathroom sinks

*Venetian Cove Marina-*

1. Install knee protectors to exposed plumbing under bathroom sinks
2. Install lever door knob to Dock Masters office - ramp exterior entrance

*Pat Thomas Stadium-*

1. Install ADA compliant bathroom signs with Braille
2. Install knee protectors to exposed plumbing under bathroom sinks

*Airport Administration-*

1. Install ADA compliant bathroom signs with Braille

*Public Works-*

1. Install ADA compliant bathroom signs with Braille
2. Install knee protectors to exposed plumbing under bathroom sinks

*Susan Street Sport Complex-*

1. Install knee protectors to exposed plumbing under bathroom sinks

Year 2 -

*Pat Thomas Stadium-*

1. Install ADA compliant parking with access route/sidewalk to Stadium

*Susan Street Sport Complex-*

1. Install ADA compliant parking with access route/sidewalk to existing side walks

Resolution #: \_\_\_\_\_ Date Approved \_\_\_\_\_

Year 3 -

*Library-*

1. Install audible floor indicator in elevator

*Pat Thomas Stadium-*

1. Install ADA compliant ramp to seating area

*Susan Street Sport Complex-*

1. Install ADA compliant access route/sidewalk to all venues including courts and picnic area

*Berry Park-*

1. Install ADA compliant bathroom with access route/sidewalk

*Herlong Park-*

1. Install ADA compliant bathroom

*John L. Johnson Park-*

1. Install ADA compliant bathroom
2. Install ADA compliant access route/sidewalk from parking area to park and to all venues

*Singelary Park-*

1. Install ADA compliant bathroom

D. The official responsible for implementation is: [REDACTED]

E. The person(s) or groups with whose assistance the plan was developed: Fred Fox Enterprises, Inc.

- F. This Transition Plan for complying with 24 CFR part 8 was made public by:
1. Posting on bulletin board.
  2. Making the public aware of its availability.

DATE ADOPTED                      RESOLUTION #                     

Resolution #:                      Date Approved



# AGENDA MEMORANDUM

**Item No:** 4.C.3.

**Meeting Date:** October 26, 2015

**From:** Tracey Dean, Airport Manager

**Subject:** Resolution authorizing execution of a lease agreement with SunAir Aviation, Inc.

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**Staff Recommendation:**

Staff recommends approval of the SunAir Aviation, Inc. Lease Agreement.

**Analysis:**

The City and SunAir Aviation, Inc., Fixed Base Operator (FBO), wish to enter into a new lease agreement. The new lease will be a consolidation of multiple leases.

The new lease with SunAir Aviation, Inc. provides the following benefits:

- Consolidation of 5 individual leases.
- Increases rent to fair market value for land and improvements.
- Eliminates the current inclusion of the fuel flowage fee, locked in rate till 2023.
- CPI increase effective for all. Currently only one lease increases by CPI. Tie down and Ramp agreements have traditionally been a flat rate for multiple years.
- Lease of an additional vacant parcel, contiguous to the leased area at the corner of Wilco and Airport Blvd.
- SunAir is able to expand their aircraft fleet and flight school activities, bringing more business to the airport and increasing fuel sales.
- Justification and reimbursement for the apron expansion, which is funded 20% by the City's current revenue funds.

**Options:**

1. Approve the lease agreement with SunAir Aviation, Inc.; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

Additional revenue in the first year is 45,320.00.

Submission Date and Time: 10/22/2015 2:35 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>048-0000-362-02-00</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH  
SUNAIR AVIATION, INC., AND PROVIDING AN EFFECTIVE  
DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute a lease agreement  
with SunAir Aviation, Inc., whose address is 8806 Airport Blvd, Leesburg, FL 34788.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 26th day of October 2015.

\_\_\_\_\_  
ELISE A. DENNISON, Mayor

ATTEST:

\_\_\_\_\_  
J. ANDI PURVIS, City Clerk

## CONSOLIDATED LEASE AGREEMENT

**THIS INSTRUMENT**, made and entered into the \_\_\_\_\_ day of October, 2015, by and between the **CITY OF LEESBURG**, a Florida Municipal corporation, hereinafter called the Lessor, and **SUNAIR AVIATION, INC.**, hereinafter called the Lessee,

### WITNESSETH:

Lessor owns the Leesburg International Airport (the "Airport"). Lessee has leased several parcels of property at the Airport, and the parties now desire to consolidate those various leases into one, modify certain terms of the existing leases, and establish a unified term for all the leases.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **PROPERTY AND TERM.** The property which shall be subject to this Lease is described and depicted on Exhibit "A" attached, located at 8806 Airport Boulevard, 8742 Airport Boulevard, 8701 Airport Boulevard, ramp area, and tie down spaces, together with a parcel of vacant land. However, the area of Suite 101 in 8742 Airport Boulevard, utilized for customs services, is excluded from this Lease.

The term of this Lease shall commence on November 1, 2015, and unless earlier terminated as provided below, will end at midnight on the last day of October, 2045. If Lessee is not at the time in default under any term, condition or covenant of this Lease, and submits a written request to Lessor within the last 180 days of the term, Lessee shall have the right to negotiate with Lessor for a renewal of this Lease under such terms as Lessor and Lessee may agree on, both negotiating in good faith to reach an accord. However, if the parties are not able to agree on new terms for a renewal prior to the expiration date of the term, Lessee shall vacate the premises and surrender possession to Lessor..

If at the end of the term or any lawfully exercised extension, Lessor does not retake possession of the premises, this Lease shall continue on a month to month basis, subject however to adjustment of Rent as provided below, provided such continued possession shall not create or imply any extension for a specified term, and Lessee shall be considered a tenant at sufferance.

As to the parcels listed, this Lease replaces and supersedes any and all prior leases and agreements between Lessor and Lessee, all of which are extinguished immediately upon execution of this Lease by both parties.

2. RENT. Rent during the term shall be paid monthly in advance, beginning on August 1, 2015. Base Rent on each parcel during the first two years of the initial term shall be as follows:

Lease Area	Square Footage	"MARKET LEASE STRUCTURE"		TOTAL MONTHLY LEASE COST
		Unit Cost	TOTAL ANNUAL LEASE COST	
8806 Airport Blvd - Building	8000	\$ 3.00	\$ 24,000.00	\$ 2,000.00
8742 Airport Blvd- Building	2983	\$ 3.00	\$ 8,949.00	\$ 745.75
8806/8742 Blvd - Land	162191.2	\$ 0.15	\$ 24,328.68	\$ 2,027.39
8701 Airport Blvd - Building	6000	\$ 2.86	\$ 17,160.00	\$ 1,430.00
Vacant Airport Blvd - Land	19561.82	\$ 0.15	\$ 2,934.27	\$ 244.52
Ramps	62498.47	\$ 0.15	\$ 9,374.77	\$ 781.23
Tie Downs	41	\$ 120	\$ 4,920.00	\$ 410.00
Electric			\$ 333.36	\$ 27.78
			\$ 92,000.08	\$ 7,666.67

In addition to the Base Rent shown in the preceding table, Lessee shall remit to Lessor monthly, along and with Base Rent, all Fuel Flowage Fees due Lessor under the Minimum Standards for the Airport, as they exist or as they may be amended from time to time during the term of this Lease, plus any applicable sales taxes on the Fuel Flowage Fees.

On August 1, 2017, and every other August 1 thereafter for as long as this Lease or any extension thereof remains in effect., the Base Rent due hereunder (other than Fuel Flowage

Fees) shall be increased by the greater of 2%, or an amount determined by multiplying the annual rent charged during the immediately preceding year of the lease term by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average, 1982-84=100) published by the United States Department of Labor, over the entire immediately preceding lease year, provided however that for the first such adjustment the rent shall be increased by multiplying the rent paid during the preceding lease year by percentage increase in the Consumer Price Index since the commencement of the term. There shall be no downward adjustments in rent nor shall the CPI exceed 3 percent in any year. The CPI is capped at 3 percent annually. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living. There shall be no downward adjustment using the replacement index and no increase exceeding 3 percent annually. The amount of the Fuel Flowage Fees shall be determined by the Minimum Standards or any amendment thereto.

Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, 501 West Meadow Street, Leesburg, Florida 34748, or in such other manner as Lessor may, from time to time, direct by written notice to Lessee.

Time is of the essence of this Lease, and in particular Lessee acknowledges and agrees that it is responsible for paying the all rent promptly on the first day of each month, and that failure to do so within 10 days of the due date will constitute a default under this Lease and entitle Lessor, after first giving three (3) days written notice of default to Lessee, to pursue any remedy allowed by law or under this Lease for a default. If at any time a check given by Lessee to Lessor is returned unpaid, Lessor may collect the statutory fee due for an insufficient funds check, and Lessor may require all future payments under this Lease to be made by cashier's check, wire transfer, or other immediately available funds.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid when due shall bear interest at the rate of 1.0% per month (12% per annum) from the date when the same was payable by the terms hereof, until the same is paid by Lessee.

If Lessee remains in possession after the expiration of the term on a month to month basis, Lessor may adjust the Rent as allowed by Florida law governing month to month tenancies.

3. USE. Lessee shall use each parcel only for the purposes listed in the following table, in compliance with the Minimum Standards, and all other local, state and federal ordinances, laws, rules and regulations, whether now in force or hereafter enacted or amended:

8806 and 8742 Airport Boulevard	Fixed Base operations, fuel sales, flight instruction, aircraft rentals, rental cars, pilot supplies, aircraft maintenance open to the public, pilot's lounge, weather briefing room, snack room, public restrooms, and other uses customary in a Fixed Base operation
8701 Airport Boulevard	Aircraft Maintenance
Vacant Land	No authorized use, any future use must be approved in writing by Lessor, however Lessee must construct and utilize an improvement on this site within not more than ten years from the date of this Lease, after obtaining prior, written consent from Lessor as to the nature of the improvement and the proposed use
Ramp Space	Ramp space for passage and parking, in conjunction with fixed base operations at 8806 Airport Boulevard
Tie Downs	For rental to the public for parking and securing aircraft

No other uses shall be made of any of the premises without the prior, written permission of the Lessor. Lessee shall make no unlawful or offensive use of the premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the premises which constitutes a nuisance to surrounding property.

Except as necessary in conjunction with its permitted activities listed above, Lessee shall not allow the production, use, handling or storage, of dangerous or toxic chemicals or

substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself, or fuels stored in the fuel farm), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or property in the reasonable opinion of Lessor. Lessee shall indemnify Lessor against all claims for damages or other relief, plus attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by Lessee whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the premises or elsewhere. Lessee shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers and anyone else on Lessee's premises.

In the premises at 8742 Airport Boulevard, Lessee shall also provide the following services: daily custodial services for all areas of the building; man the UNICOM/CTAF Station; answer incoming telephone calls pertaining to airport matters, and direct calls to the Airport Manager; manage the tie down areas for local and transient aircraft; staff the Fixed Base operation seven days a week, at a minimum from 7:00 a.m. to 7:00 p.m. each day; assist the Airport Manager with special studies related to traffic counts by aircraft, category and the like; notify the Airport Manager of any deficiencies in airport lighting or equipment, and other airport related problems; and work with U.S. Customs and Stericycle, Inc. or any successor, to dispose correctly and lawfully of any contraband articles seized during U.S. Customs clearance at the Airport.

4. INGRESS AND EGRESS. The Lessee, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the premises over roadways established from time to time by Lessor, in common with other tenants at the Leesburg International Airport, and subject to all rules and regulations imposed to assure the security of the Airport, for the purpose of permitting Lessee to enjoy the rights, uses

and privileges granted by the Lessor hereunder, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the airport.

5. UTILITIES. During the term of this Lease and any lawfully exercised extension of the term, all utilities serving the premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement charges, telephone and other telecommunications, cable or satellite television or radio, pest control, impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service shall be secured and paid for by Lessee, who shall hold Lessor harmless from any loss or damage, including attorney's fees, arising out of failure by Lessee to pay all utility charges when due.

6. TAXES. Lessee shall pay all sales taxes due on the rent under this Lease and all personal property taxes assessed against Lessee's property kept at the premises, together with any ad valorem or intangible personal property taxes, special assessments, and non – ad valorem assessments, levied against any of the premises or against this leasehold interest. Lessor is a tax exempt entity, therefore if any taxes or assessments of any nature are levied against Lessor by reason of this Lease or Lessee's occupancy of the premises, Lessee shall pay all such taxes when due.

7. INSURANCE. Lessor may, in its sole discretion, but is not required to, insure the property against damage by fire and other casualties; however **such insurance shall protect Lessor's interests only**. Lessee is responsible for insuring its own personal property on the premises, along with the property of Lessee's patrons which may from time to time be stored at the premises. Also, Lessee shall at its expense procure, and maintain in force throughout the term: (i) personal injury and public liability insurance in the amount of \$2,000,000.00 as a single limits policy including death, personal injury, and property damage coverage, showing Lessor as a named insured, (ii) completed operations coverage of not less than \$500,000.00 showing

Lessor as an additional insured; (iii) hangar keepers' coverage; (iv) . Proof of such insurance shall be provided to Lessor no later than the commencement of the term and upon request by Lessor thereafter for the balance of the term. Lessee shall also procure and maintain any additional insurance coverage which may now or hereafter be required by any rules or regulations adopted by the Lessor and applicable to all airport tenants. Lessee shall also obtain and keep in force a policy of insurance covering the above ground tanks at the fuel farm against damage or destruction by fire, windstorm, collision, explosion, or other casualty loss, for the full insurable value of such facilities, with Lessor shown thereon as an additional insured.

Lessee must also obtain and keep in force insurance against pollution, contamination (above ground or underground), or other damage caused by or arising out of the use, storage, handling, and disposal of fuels and other petroleum products, in the form and amount required from time to time by the Minimum Standards for tenants dispensing fuel at the Airport.

All such policies must be obtained from insurers authorized to offer insurance in the State of Florida, with a rating of "A" or better from A.M. Best, and must contain waivers of subrogation in favor of Lessor. Lessee shall submit proof of all required insurance coverage within 10 calendar days of approval of this Lease by the City Commission, and must submit proof of continued coverage annually thereafter.

8. MAINTENANCE. Lessor shall be responsible for roof repairs and replacements at 8806, 8742, and 8701 Airport Boulevard; extending a wastewater line to 8701 Airport Boulevard, and repaving and restriping the parking lot at 8806/8742 Airport Boulevard (FBO and Customs shared lot). Lessee shall maintain the parking area at 8806/8742 Airport Boulevard once Lessor has completed the repaving and restriping. Lessee shall also, ***except as specifically provided in the opening sentence of this Paragraph 8***, maintain the interior of any structures or other improvements on the premises so that they are at all times safe for their intended uses and habitations, and so that they do not become an eyesore and are compatible

with the conditions existing elsewhere on the airport; all plumbing, doors, windows, and the electrical system and all of its components. Lessee perform all maintenance assigned to it in this Lease in such a manner that at the end of the term, the structures shall be returned to Lessor in good and serviceable condition, without any damage or wear other than and ordinary wear and tear a reasonable person would expect to occur over the life of the Lease term. Lessee's obligation shall extend to, but shall not be limited to, any and all cosmetic maintenance (including painting the interior), all plumbing, electrical, all telephone, telecommunication, cable television, natural gas and other utility lines; all mowing and exterior grounds keeping and landscaping. If Lessee fails to carry out its maintenance responsibilities properly, Lessor may give written notice of deficiencies to Lessee, specifying a time within which repairs are to be made, and if Lessee fails to act within the time specified, Lessor may make all repairs it deems necessary and charge the cost thereof to Lessee as additional rent hereunder, to be payable immediately upon demand.

Lessee must also maintain the above ground fuel tanks at the fuel farm, and all associated plumbing, fixtures, and equipment, in good and serviceable condition at all times.

Lessor's maintenance responsibility shall be limited to the maintenance and paving of the ramp area designated "Ramp Space" in the table shown in Paragraph 2 of this Lease, for roof repairs and replacements at 8806, 8742, and 8701 Airport Boulevard; extending a wastewater line to 8701 Airport Boulevard, and repaving and restriping the parking lot at 8806/8742 Airport Boulevard (FBO and Customs shared lot), maintenance of heating and air conditioning systems and components, and maintenance of the exterior of all structures.

9. FIRE EQUIPMENT. Lessee shall provide and maintain, at Lessee's sole expense, approved fire protection devices adequate for each parcel of leased premises, and the fuel farm, in accordance with any FAA, City of Leesburg, and other applicable fire safety codes

and requirements. Proof of said compliance and regular inspections shall be provided to Lessor at least annually.

10. ENTRY AND INSPECTION. At any reasonable time, Lessor may enter the leased premises personally or through a designated agent and conduct an inspection to determine if Lessee is complying with the terms of this lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring Lessee into compliance, and recover the costs thereof either from the deposit, or from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee; failure by Lessee to pay these sums shall be grounds for termination of this lease.

Lessor may show the premises to prospective purchasers and Mortgagees, and during the 90 days prior to termination of this lease, to prospective tenants, during business hours on reasonable notice to Lessee.

11. ADDITIONAL RENT. All taxes, costs, charges, and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this lease, for nonpayment of the rent itself.

12. ALTERATIONS AND IMPROVEMENTS. No alterations or improvements to the premises shall be made by Lessee, nor shall any signs be erected, unless Lessor has reviewed the plans and specifications and given its written consent before commencement of any such work. Lessor may require Lessee to remove any unauthorized signs, alterations, or improvements, and to return the premises to their original condition, and if Lessee fails or

refuses to do so then Lessor may have the necessary work done and assess the cost against Lessee, to be paid immediately upon demand. All work must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds on projects with an estimated cost exceeding \$25,000.00, shall be secured prior to commencement of work. At the end of the term or upon any earlier termination of this lease, all alterations and improvements on the premises, not including trade fixtures, shall become the property of Lessor and shall not be removed by Lessee, unless prior to termination or within 5 days thereafter Lessor directs removal of any such improvements, in which case lessee shall at its expense remove those improvements specified within 15 days after termination and return the premises to their original condition.

13. LIENS. The Lessee shall not have the power or authority to subject the Lessor's interest in the premises to mechanics', laborers' or materialmen's liens of any kind against Lessor's interest during this Lease. Lessee must notify all persons providing labor, services or materials to the premises of this provision and their inability to file a lien against the real property of Lessor. If any such lien is filed notwithstanding this provision, Lessee shall cause the premises to be released therefrom within five (5) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien. Prior to commencing work, Lessee shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and Lessor shall have the opportunity to approve such contract before work commences.

14. REPRESENTATIONS OF LESSOR. In order to induce Lessee to enter into this lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this lease, Lessee shall have quiet and undisturbed possession of the premises.

15. REPRESENTATIONS OF LESSEE. In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the premises and found them to be fit for its intended purposes. Lessee accepts the premises in as – is, where – is condition, with all faults, and in so doing has relied solely on its own inspection of the premises and not on any statement or representation made by or on behalf of Lessor regarding any aspect of the premises, the physical condition of the premises, or the suitability of the premises for the intended uses of Lessee.

B. Lessee has assured itself that the zoning of the premises will permit the intended use, and will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of Lessee's business at the premises.

C. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. Lessee will perform and abide by each and every term, covenant and agreement of this lease.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER**

**ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

F. If Lessee is not a natural person, then Lessee warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by Lessee's governing documents, necessary to the execution of this lease have been accomplished, and the person signing this lease is authorized to bind Lessee.

16. **INDEMNITY.** Lessee will indemnify Lessor, and hold Lessor harmless, from and against all claims, debts, demands, or obligations which may be made against Lessor, or Lessor's interest in the premises, arising out of or in any way connected with Lessee's use and occupation of the premises, excepting only those matters which are the sole, direct and proximate result of the gross negligence or deliberate acts of Lessor, its agents, servants or employees. If it becomes necessary for Lessor to defend any action against it, seeking to impose such liability, Lessee will pay not only any judgment entered against Lessor in such proceeding, but also all costs and attorney's fees incurred by Lessor in its defense of the proceeding.

In addition to, and without limiting the scope of, the indemnity required in the immediately preceding paragraph, Lessee shall indemnify Lessor and hold it harmless against any and all liability of any nature whatsoever, including but not limited to attorneys' fees and expert fees, associated with any misuse, mishandling, improper or unlawful storage or disposal, improper or unlawful dispensing, and any leak or spill, of fuel or petroleum products, on any portion of the leased premises or at the fuel farm.

17. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the premises are damaged by fire or other casualty, not caused by the negligent or deliberate acts of Lessee, its agents, servants, employees or guests, Lessor may elect to repair the damage within a reasonable time, and the rent due hereunder shall abate until repairs are completed, by

the proportion by which the damage prevents Lessee's use of the premises, or in the alternative Lessor may at its sole option elect to terminate this Lease. If Lessor elects to terminate this Lease rather than repair the premises, any insurance proceeds payable due to a fire or other casualty shall be the sole property of Lessor.

If the premises are damaged by the intentional or negligent acts or omissions of Lessee or any of its agents, servants, employees or guests, Lessee shall be obligated to restore the premises within a reasonable time at its expense, and if it fails to do so, then Lessor may repair such damage and restore the premises to their original condition without notice to or consent by Lessee, and recover the entire cost of the repair from Lessee immediately, together with any lost rent and other consequential damages suffered by Lessor as a result of the intentional or negligent acts of the Lessee, its agents, servants, employees or guests.

18. **BANKRUPTCY.** This lease shall be terminated immediately, without notice to Lessee, in the event Lessee or any surety of Lessee on this lease become bankrupt, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of Lessee's or the surety's property; or if Lessee or any surety makes an assignment for the benefit of creditors.

19. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to terminate this lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts rent during the continuance of such default or fails promptly to

avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, terminate this lease on account thereof.

20. DEFAULT. In the event of a default by Lessee, other than a failure to pay rent or additional rent, which default continues longer than five (5) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, Lessor may terminate this lease and resume possession of the premises immediately, and recover from Lessee liquidated damages as specified below, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any rent or additional rent hereunder, and if such rent is not paid along with any interest, penalties and late charges, within 3 days after written notice given by Lessor to Lessee, then Lessor may retake possession of the premises immediately, and recover from Lessee the present value of the rent to have been paid by Lessee over the remainder of the term, computed using a discount rate of 6%, or at its option Lessor may elect to sue for each installment of rent as it falls due. In the event Lessor elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to Lessee. Once Lessor has retaken possession (or if Lessee refuses to surrender possession, once Lessor has given Lessee written notice of termination) this lease shall be terminated and Lessee shall have no right to reinstate this lease, whether by payment of the arrearages or otherwise.

Upon termination of this lease, Lessee shall surrender the premises peaceably to Lessor immediately, and if Lessee fails to do so it shall be deemed guilty of unlawful detainer of the premises and be subject to remedies provided for that violation. This lease shall be considered terminated immediately upon the giving to Lessee by Lessor of written notice of termination. Liquidated damages of \$75.00 per day shall be paid by Lessee for each day or portion thereof

that Lessee fails to surrender possession of the premises to Lessor in accordance with this lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, Lessor shall also recover all additional rent, special damages, costs and attorney's fees incurred by it as a result of the default by Lessee. Lessee agrees that it would be impossible to compute the general damages suffered by Lessor should Lessee default, that it is therefore proper to provide for liquidated damages, and that the amount of liquidated damages set forth herein is reasonable and does not constitute a penalty or forfeiture.

21. REMEDIES CUMULATIVE. Lessor's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy.

22. ARREARAGES. Any amount of money to be paid to Lessor by Lessee under this lease, which is not paid within 10 days of the date when it first falls due, shall bear interest at the highest rate allowed by law until paid in full. Lessor, at its sole option, may elect to apply any payment by Lessee either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

23. ASSIGNMENT. This lease may not be assigned by Lessee, or pledged as security for any debt or obligation of Lessee, nor may Lessee sublet any portion of any parcel comprising the premises, either in whole or in part, without prior written permission from Lessor, which may not be withheld unreasonably so long as no default exists hereunder, provided that no change in use is made and the assignment will not violate any other agreements by Lessor. Lessor shall not be required to consent to any sublease or assignment whatsoever as long as any default by Lessee remains in existence.

If this lease is assigned to any person or entity pursuant to the provision of Title 11, U.S.C. (the Bankruptcy Code), any and all consideration payable or otherwise to be delivered in connection with any such assignment shall be paid and delivered to Lessor, to be and remain the exclusive property of Lessor and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any such consideration not paid or delivered to Lessor as provided above shall be held in trust by the recipient for the benefit of Lessor and shall be promptly paid and delivered to Lessor. Any assignee under the Bankruptcy Code shall be deemed, by having received such assignment and without further act or deed, to have assumed all of the obligations of Lessee arising under this lease, from and after the date of such assignment. Upon demand by Lessor, any such assignee shall execute and deliver to Lessor an instrument confirming such assumption.

If Lessee or any assignee or sublessee is not a natural person, the following shall be deemed to be assignments requiring the written consent of Lessor as a condition to continued occupancy of the premises hereunder:

a. Sale of more than 49% of the shares of a corporate Lessee which are issued and outstanding on the commencement date of this lease;

b. Issuance by a corporate lessee of additional shares which results in the shares issued and outstanding on the commencement date of this lease being reduced, after the new issue, to less than 51% of the then outstanding and issued shares;

c. Any other action by a corporate lessee, or its shareholders, the result of which is to reduce the percentage of shares owned by those shareholders existing as of the date of this lease to less than 51%;

d. Any change in the partners of a lessee which is a general partnership;

e. Any change in general partners of a limited partnership lessee or any reduction in the percentage of ownership in the partnership by any general partner, or any change in the membership or control of a limited liability company which is a lessee hereunder.

f. Any other change in equity ownership of any Lessee which is not a natural person, as a result of which the percentage of equity ownership held by those persons who are equity owners as of the date this Lease is signed is reduced below 51%.

Although it covers multiple parcels of property, this Lease is a unified whole and no pledge or assignment pertaining to any less than all parcels covered by this Lease shall be allowed under any circumstances.

24. MEMORANDUM. Lessor may, at its option, record a memorandum of this lease in the Public Records of Lake County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the premises.

25. ESTOPPEL CERTIFICATE. At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The term, rental amount, termination date and other material conditions of this lease;

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the premises, or hereafter executed by Lessor.

26. RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the premises or claim any interest superior thereto.

27. COSTS AND FEES. In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, the Lessee shall reimburse Lessor for reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, then at the conclusion of such action the prevailing party shall be entitled to recover its reasonable costs and attorney's fees, in addition to any other relief granted.

28. GOVERNING LAW. This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Lake County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

29. NOTICES. Any notice required by this lease shall be in writing and shall be either delivered in person, sent by UPS, FedEx or other recognized and widely utilized overnight delivery service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the third business day after the date of postmark, any notice delivered in person shall be effective upon delivery, and any notice sent by overnight delivery service shall be effective on the first business day after the notice is placed in the hands of the delivery service. Any time period shall begin running as of the date on which the notice becomes effective as provided above, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- A. To Lessor: at the address given for payment of rent.
- B. To Lessee at the leased premises at 8806 Airport Boulevard.

30. CONSTRUCTION. Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions

are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this lease in any manner.

31. NATURE OF AGREEMENT. This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, pertaining to the parcels subject to this Lease, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which are not expressly contained herein. Each party, for the benefit and reliance of the other, specifically and unconditionally waives any right, claim or cause of action based on any statement, representation, understanding, or agreement, related to the parcels which are the subject matter of this Lease, unless such statement, representation, understanding or agreement, is specifically set forth within this Lease. This lease may not be amended verbally, by implication, by course of conduct, or in any other manner whatsoever, other than by written instrument signed by both parties hereto.

32. BINDING EFFECT. This lease shall be binding on, and inure to the benefit of, not only Lessor and Lessee, but also their respective successors and assigns.

33. CONDEMNATION. In the event all or any portion of the building is taken by eminent domain, or is conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of Lessor and Lessee hereby assigns to Lessor any interest Lessee may otherwise have in such award. Lessee shall execute any documentation required to achieve this result. In the event of a total taking, this lease shall terminate. In the event of a partial taking, Lessor may elect either to terminate this lease or to repair and restore the remaining portion of the premises at its own expense, and keep this lease in force.

34. SEVERABILITY. If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the lease shall continue in full force as if executed originally without the invalid portion.

35. RULES AND REGULATIONS.

(a) The Lessor has appointed a manager for the Leesburg International Airport, and the Lessor reserves the right for the said manager or his duly authorized agent to enter the premises during business hours for the purpose of performing inspections considered necessary by the manager, and the Lessee shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The Lessee agrees not to have explosives, gasoline or other highly flammable materials in, on or about the premises leased; excluding, however, aircraft fuel tanks and such fluids as may be used in cleaning aircraft and related parts.

(b) The Lessee covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the Lessor for operations at said airport.

(c) The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the airport.

(d) The Lessor reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the airport and although consideration shall be made of the interest to the Lessee hereunder, Lessee shall have no vested rights to continued operation of the airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The Lessee agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(f) The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Leesburg and the United States for the improvement or operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and Lessee consents to amendment of the terms of this Lease if and to the extent required by any Federal law, rule, regulation or grant condition.

(h) This lease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed under which the Lessor acquired the property known as Leesburg International Airport from the United States of America, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

36. NON-EXCLUSIVE RIGHT PROVISION. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

37. NONDISCRIMINATION PROVISIONS.

(a) The Lessee, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of gender, age, race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That is the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

(b) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed, including exercise or expiration of appeal of rights.

(c) Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance the Lessor shall have the right to terminate this lease and the estate hereby created without liability therefor or at the election of the Lessor or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) Lessee agrees that it shall insert the above provisions in any lease by which said Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

38. ADA COMPLIANCE. If during the term any alterations or improvements to the premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the Lessee. The Lessee shall observe and comply with all requirements of the ADA in all of its activities at the premises and shall hold the Lessor harmless from any loss or damage (including court or administrative costs and attorney's fees) arising out of any violation of ADA by Lessee in the operation of its business or any failure by Lessee to make any improvements required by the ADA in connection with the use and occupancy of the premises by Lessee.

39. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

LESSOR: The City of Leesburg, Florida

BY: \_\_\_\_\_  
ELISE DENNISON, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
ANDI PURVIS, City Clerk

WITNESSES (two required):

SUNAIR AVIATION, INC.

Melinda Simmons  
(as to Lessee)

BY: Brian Sapp  
BRIAN SAPP, President

Al White  
(as to Lessee)

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 20 THRU 22, INCLUSIVE, BLOCK 39 OF SILVER LAKE ESTATE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 67 THRU 69, INCLUSIVE, LYING IN SECTION 21, TOWNSHIP 19, SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN NORTH 89°44'41" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, (NE 1/4), OF SAID SECTION 21, A DISTANCE OF 990.30 FEET TO THE CENTERLINE OF WILCO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 32°35'57" WEST, ALONG THE CENTERLINE OF SAID WILCO DRIVE, A DISTANCE OF 15.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE, CONTINUING ALONG SAID CENTERLINE AND ALONG THE ARC OF SAID CURVE, HAVING A DELTA ANGLE OF 36°21'34", A RADIUS LENGTH OF 395.87 FEET, AN ARC LENGTH OF 251.22 FEET, A TANGENT LENGTH OF 130.00 FEET, A CHORD LENGTH OF 247.02 FEET AND A CHORD BEARING OF SOUTH 14°25'10" WEST TO THE POINT OF TANGENT; THENCE RUN SOUTH 03°45'37" EAST, A DISTANCE OF 227.82 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 68°16'21" EAST, ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 303.89 FEET; THENCE RUN SOUTH 39°47'20" WEST, A DISTANCE OF 26.30 FEET, TO THE SOUTH LINE OF THE 50.00 FOOT WIDE RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD AND THE POINT OF BEGINNING (P.O.B.); THENCE RUN PERPENDICULAR TO OR PARALLEL WITH THE CENTERLINE OF RUNWAY NO. 13-31 LOCATED AT THE LEESBURG REGIONAL AIRPORT, LAKE COUNTY, FLORIDA, THE FOLLOWING COURSES AND DISTANCES; THENCE CONTINUE SOUTH 39°47'20" WEST, A DISTANCE OF 298.10 FEET TO A BUILDING RESTRICTION LINE LOCATED 750 FEET NORTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF RUNWAY 13-31; THENCE RUN NORTH 50°12'40" WEST, ALONG SAID BUILDING RESTRICTION LINE, A DISTANCE OF 92.95 FEET; THENCE RUN SOUTH 39°47'20" WEST, A DISTANCE OF 202.10 FEET TO A LINE LOCATED 26 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF TAXI-WAY "A" AT SAID AIRPORT; THENCE RUN NORTH 50°12'40" WEST, ALONG SAID LINE, A DISTANCE OF 384.05 FEET; THENCE RUN NORTH 39°47'20" EAST, A DISTANCE OF 344.65 FEET TO THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF AIRPORT BOULEVARD; THENCE RUN SOUTH 68°16'21" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 501.72 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED IN THE LEESBURG REGIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA, AND CONTAINS 182,711.208 SQUARE FEET OR 4.194 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2. BEARINGS, SHOWN HEREON, ARE RELATIVE TO ASSUMED DATUM, BASED ON THE CENTERLINE OF RUNWAY 13-31, AS BEING N.50°12'40" W..
- 3. THE LEGAL DESCRIPTION, SHOWN HEREON, WAS PREPARED UNDER THE DIRECTION OF THE SURVEYOR, ACCORDING TO THE INSTRUCTIONS PROVIDED BY CHARLIE WELLER, AIRPORT MANAGER OF THE LEESBURG REGIONAL AIRPORT, FOR THE CITY OF LEESBURG.
- 4. THIS IS NOT A SURVEY.

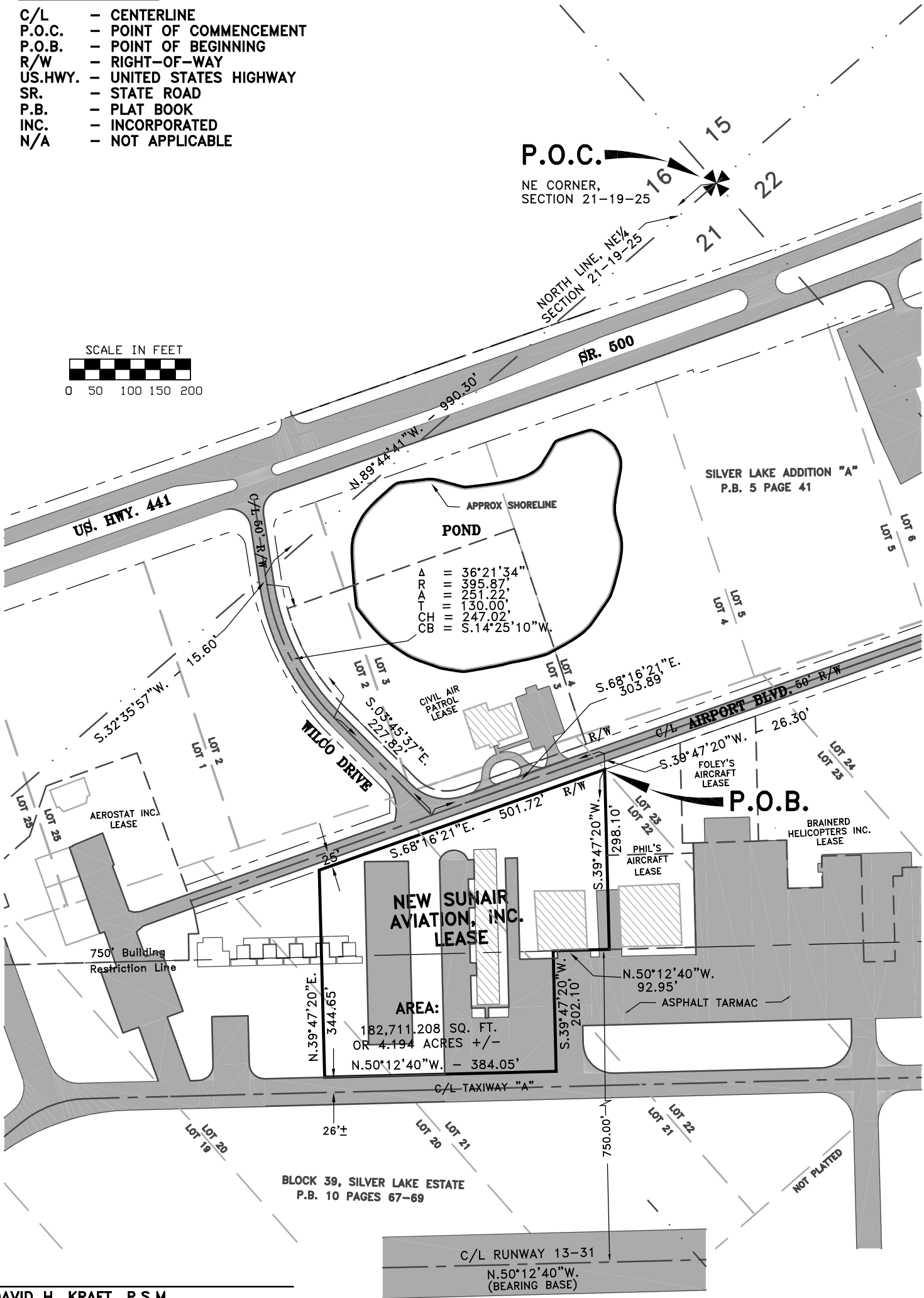
DAVID H. KRAFT, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 4365

SECTION: 21-19-25

EXHIBIT "A", ATTACHMENT TO SUNAIR AVIATION, INC.  
LEASE DATE: \_\_\_\_\_

ABBREVIATIONS

- C/L - CENTERLINE
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- US.HWY. - UNITED STATES HIGHWAY
- SR. - STATE ROAD
- P.B. - PLAT BOOK
- INC. - INCORPORATED
- N/A - NOT APPLICABLE



DAVID H. KRAFT, P.S.M.  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 4365

SECTION: 21-19-25



**CITY OF LEESBURG**  
GIS DIVISION  
2010 GRIFFIN ROAD  
LEEBSBURG, FLORIDA 34748-0630  
PHONE (352) 728-8755  
FAX (352) 728-8758

**LEGAL DESCRIPTION**  
**SUNAIR AVIATION, INC.**  
**LEASE PROPERTY AT**  
**LEEBSBURG REGIONAL**  
**AIRPORT**

DATE: 12/10/03  
DRAWN: D.D.F.  
CHECKED: D.D.F.  
APPROVED: D.H.K.  
SCALE: 1" = 200'  
FILE NO.: AP03002

SHEET  
NUMBER  
2  
OF  
2

## EXHIBIT "B"

### DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 4 AND 5, OF SILVER LAKE ADDITION "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 41, AND ALSO LYING IN A PORTION OF LOTS 19 THRU 21 INCLUSIVE, IN BLOCK 39, OF SILVER LAKE ESTATES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THRU 69, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

#### LEASE PARCEL

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN NORTH 89°16'19" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, (NE 1/4), OF SAID SECTION 21, A DISTANCE OF 990.30 FEET TO THE CENTERLINE OF WILCO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 33°04'20" WEST, ALONG THE CENTERLINE OF SAID WILCO DRIVE, A DISTANCE OF 15.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE, CONTINUING ALONG SAID CENTERLINE AND ALONG THE ARC OF SAID CURVE, HAVING A DELTA ANGLE OF 36°21'34", A RADIUS LENGTH OF 395.87 FEET, AN ARC LENGTH OF 251.22 FEET, A TANGENT LENGTH OF 130.00 FEET, A CHORD LENGTH OF 247.02 FEET AND A CHORD BEARING OF SOUTH 14°53'33" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 03°17'14" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 227.82 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN NORTH 67°47'58" WEST, ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 197.84 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 40°15'43" WEST, A DISTANCE OF 26.30 FEET, TO THE SOUTH LINE OF THE 50.00 FOOT WIDE RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; THENCE CONTINUE SOUTH 40°15'43" WEST, A DISTANCE OF 272.55 FEET; THENCE RUN NORTH 49°44'17" WEST, A DISTANCE OF 299.53 FEET, FOR THE POINT OF BEGINNING (P.O.B.) OF THIS DESCRIPTION; THENCE RUN NORTH 49°44'17" WEST, A DISTANCE OF 166.80 FEET; THENCE RUN NORTH 21°46' 43" EAST, A DISTANCE OF 235.00 FEET; THENCE RUN SOUTH 68°13'17" EAST, A DISTANCE OF 91.78 FEET; THENCE RUN NORTH 21°46'43" EAST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 68°13'17" EAST, A DISTANCE OF 61.40 FEET; THENCE RUN SOUTH 21°54'31" WEST, A DISTANCE OF 159.00 FEET; THENCE RUN SOUTH 68°05'29" EAST, A DISTANCE OF 5.85 FEET; THENCE RUN SOUTH 21°54'31" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN NORTH 68°05'29" WEST, A DISTANCE OF 28.00 FEET; THENCE RUN SOUTH 21°54'31" WEST, A DISTANCE OF 108.00 FEET; THENCE RUN SOUTH 68°05'29" EAST, A DISTANCE OF 28.00 FEET; THENCE RUN SOUTH 21°54'31" WEST, A DISTANCE OF 20.87 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 41,274.510 SQUARE FEET OR 0.948 ACRES.

## GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the North Line of the NE 1/4, of section 21, Township 19 South, Range 25 East, as Being N.89°16'19"W. Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM / Development Review Coordinator. for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I Doug Drymon HAVE REQUESTED THE INFORMATION DEPICTED  
HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS  
SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Deputy City Manager, for the City of Leesburg.

SECTION: 21-19-25



CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

### SKETCH OF DESCRIPTION

LEASE PROPERTY  
SUNAIR AVIATION, INC.

LEESBURG INTERNATIONAL AIRPORT

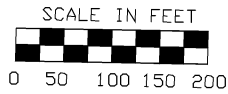
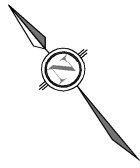
DATE: 06/28/2012  
DRAWN: DDF  
CHECKED: AP  
APPROVED: DD  
SCALE: NTS  
FILE NO.: AP12002

SHEET  
NUMBER  
1  
OF  
2

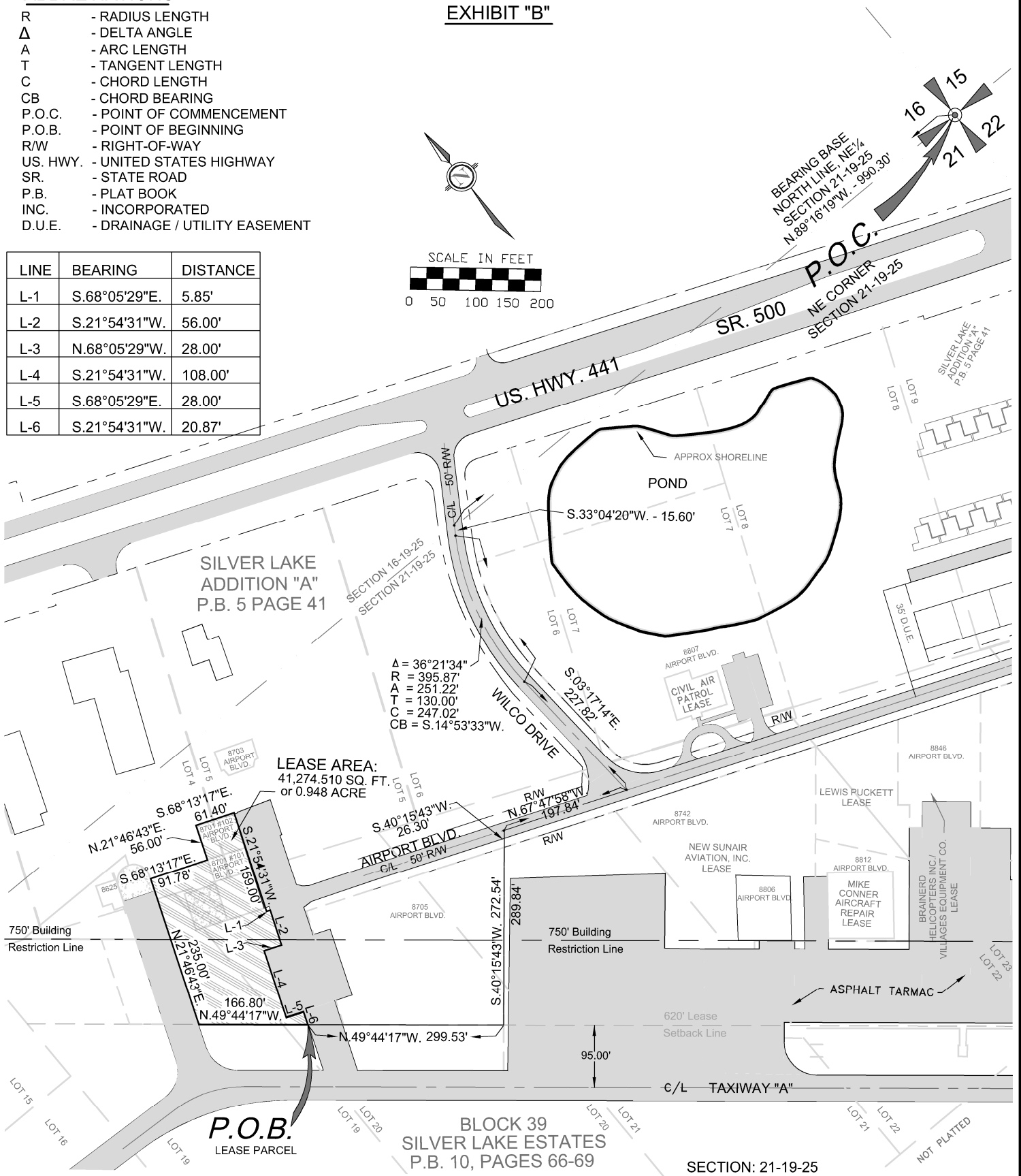
# ABBREVIATIONS

R	-	RADIUS LENGTH
Δ	-	DELTA ANGLE
A	-	ARC LENGTH
T	-	TANGENT LENGTH
C	-	CHORD LENGTH
CB	-	CHORD BEARING
P.O.C.	-	POINT OF COMMENCEMENT
P.O.B.	-	POINT OF BEGINNING
R/W	-	RIGHT-OF-WAY
US. HWY.	-	UNITED STATES HIGHWAY
SR.	-	STATE ROAD
P.B.	-	PLAT BOOK
INC.	-	INCORPORATED
D.U.E.	-	DRAINAGE / UTILITY EASEMENT

## EXHIBIT "B"



LINE	BEARING	DISTANCE
L-1	S.68°05'29"E.	5.85'
L-2	S.21°54'31"W.	56.00'
L-3	N.68°05'29"W.	28.00'
L-4	S.21°54'31"W.	108.00'
L-5	S.68°05'29"E.	28.00'
L-6	S.21°54'31"W.	20.87'



CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

## SKETCH OF DESCRIPTION

LEASE PROPERTY  
SUNAIR AVIATION, INC.  
LEESBURG INTERNATIONAL AIRPORT

DATE: 06/28/2012  
DRAWN: DDF  
CHECKED: AP  
APPROVED: DD  
SCALE: NTS  
FILE NO.: AP12002

SHEET  
NUMBER  
2  
OF  
2

## DESCRIPTION:

## EXHIBIT "A"

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 5 AND 6, OF SILVER LAKE ADDITION "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 41, AND ALSO LYING IN A PORTION OF LOT 20 AND 21, IN BLOCK 39, OF SILVER LAKE ESTATES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THRU 69, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

### LEASE PARCEL

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN NORTH 89°16'04" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, (NE 1/4), OF SAID SECTION 21, A DISTANCE OF 990.93 FEET TO THE CENTERLINE OF WILCO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 33°03'44" WEST, ALONG THE CENTERLINE OF SAID WILCO DRIVE, A DISTANCE OF 14.46 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE, CONTINUING ALONG SAID CENTERLINE AND ALONG THE ARC OF SAID CURVE, HAVING A DELTA ANGLE OF 36°21'34", A RADIUS LENGTH OF 395.87 FEET, AN ARC LENGTH OF 251.22 FEET, A TANGENT LENGTH OF 130.00 FEET, A CHORD LENGTH OF 247.02 FEET AND A CHORD BEARING OF SOUTH 14°52'57" WEST TO THE POINT OF TANGENCY; THENCE FROM SAID POINT OF TANGENCY, RUN SOUTH 86°42'10" WEST, PERPENDICULAR TO SAID CENTERLINE, A DISTANCE OF 25.00 FEET TO THE POINT OF TANGENCY OF THE WESTERLY RIGHT OF WAY OF WILCO DRIVE AND THE NORTH EASTERLY CORNER OF CITY OF LEESBURG LEASE NUMBER AP14002; THENCE, ALONG THE NORTH LINE OF SUNAIR AVIATION CITY OF LEESBURG LEASE NUMBER AP14002, DATE DECEMBER 30TH, 2014, RUN NORTH 67°48'34" WEST A DISTANCE OF 205.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID NORTHWESTERLY BEARING BEING PARALLEL TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT BOULEVARD; THENCE, FROM SAID POINT OF BEGINNING, RUN NORTH 67°48'34" WEST A DISTANCE OF 118.43 FEET TO THE EASTERLY LINE OF AEROSTAT, INC. CITY OF LEESBURG LEASE NUMBER AP05006, DATED JULY 18TH, 2005; THENCE, ALONG SAID EASTERLY LINE, RUN SOUTH 21°45'47" WEST ALONG A BEARING ADJUSTED TO FIT THE BEARING BASE OF THIS DESCRIPTION, A DISTANCE OF 168.83 FEET TO THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF AIRPORT BOULEVARD; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY, RUN SOUTH 67°48'34" EAST A DISTANCE OF 113.92 FEET, TO THE SOUTHWESTERLY CORNER OF THE AFOREMENTIONED SUNAIR LEASE; THENCE, DEPARTING SAID NORTHERLY RIGHT OF WAY, RUN NORTH 23°17'35" EAST A DISTANCE OF 168.86 FEET, ALONG THE WESTERLY LINE OF SAID SUNAIR AVIATION CITY OF LEESBURG LEASE NUMBER AP14002, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 19,613.13 SQUARE FEET OR 0.450 ACRES.

## GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show a graphical representation of existing site information and improvements and is not to be used for design purposes.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the North Line of the NE 1/4, of section 21, Township 19 South, Range 25 East, as Being N.89°16'04"W. Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM CFM / Development Review Coordinator. for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

I, Tracey Dean, HAVE REQUESTED THE INFORMATION DEPICTED HERON AND ACKNOWLEDGE RECEIPT OF THE INFORMATION AND IT IS SATISFACTORY FOR MY NEEDS AS OF THE DATE OF THIS SIGNATURE.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Airport Manager, for the City of Leesburg.

SECTION: 21-19-25



CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

### SKETCH OF DESCRIPTION

LEASE PROPERTY  
SUNAIR AVIATION, INC.

LEESBURG INTERNATIONAL AIRPORT

DATE: 10/7/2015  
DRAWN: ACP  
CHECKED: ACP  
APPROVED: TD  
SCALE: NTS  
FILE NO.: AP15002

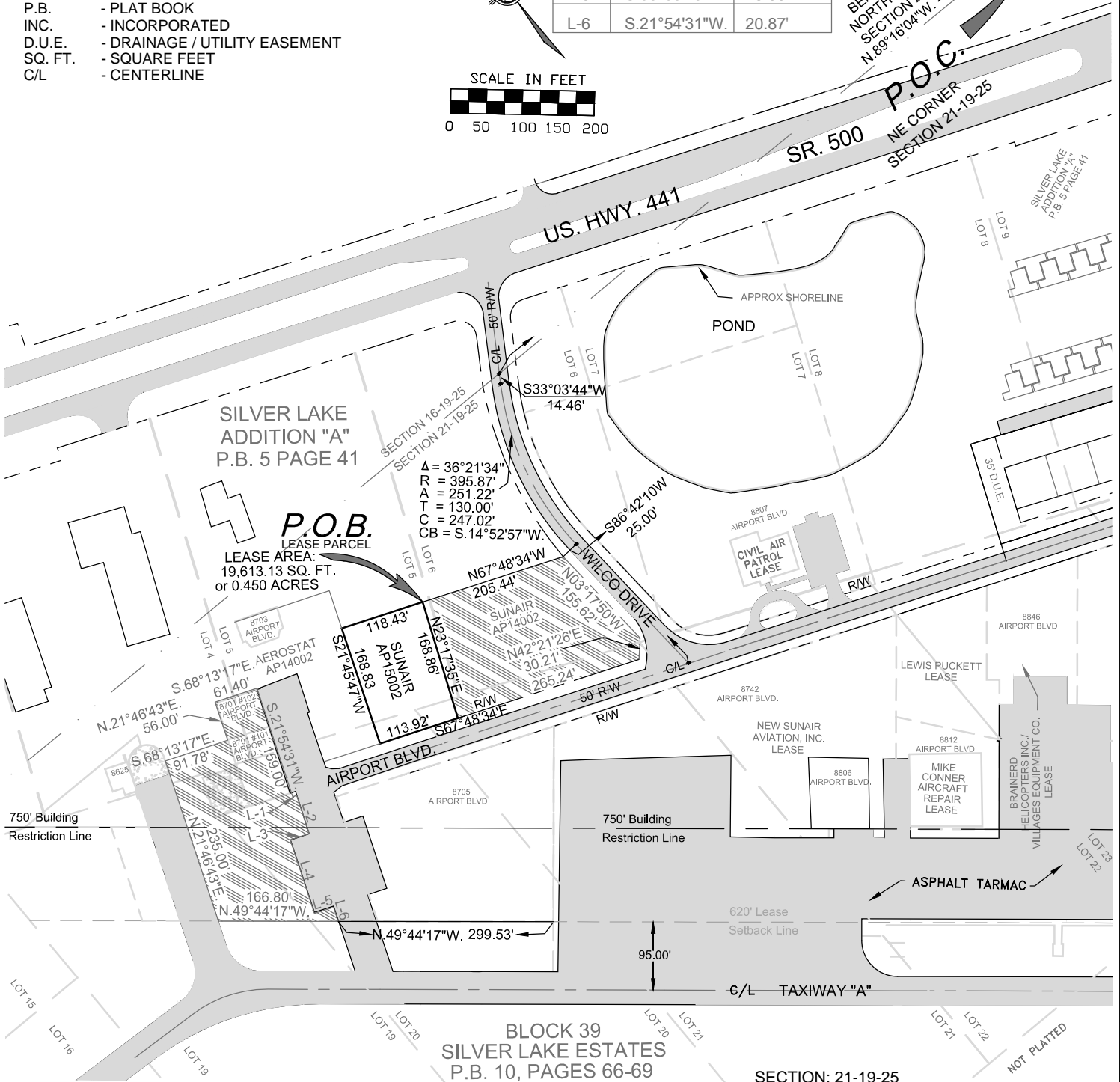
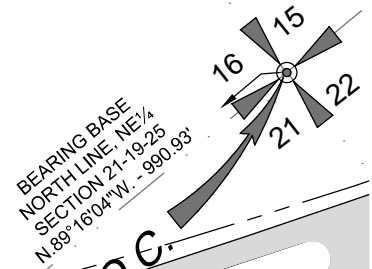
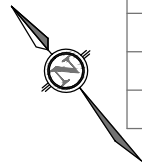
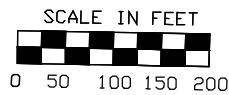
SHEET  
NUMBER  
1  
OF  
2

# ABBREVIATIONS

R	- RADIUS LENGTH
Δ	- DELTA ANGLE
A	- ARC LENGTH
T	- TANGENT LENGTH
C	- CHORD LENGTH
CB	- CHORD BEARING
P.O.C.	- POINT OF COMMENCEMENT
P.O.B.	- POINT OF BEGINNING
R/W	- RIGHT-OF-WAY
US. HWY.	- UNITED STATES HIGHWAY
SR.	- STATE ROAD
P.B.	- PLAT BOOK
INC.	- INCORPORATED
D.U.E.	- DRAINAGE / UTILITY EASEMENT
SQ. FT.	- SQUARE FEET
C/L	- CENTERLINE

## EXHIBIT "A"

LINE	BEARING	DISTANCE
L-1	S.68°05'29"E.	5.85'
L-2	S.21°54'31"W.	56.00'
L-3	N.68°05'29"W.	28.00'
L-4	S.21°54'31"W.	108.00'
L-5	S.68°05'29"E.	28.00'
L-6	S.21°54'31"W.	20.87'



**CITY OF LEESBURG**  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

## SKETCH OF DESCRIPTION

**LEASE PROPERTY**  
**SUNAIR AVIATION, INC.**  
**LEESBURG INTERNATIONAL AIRPORT**

DATE: 10/7/2015  
DRAWN: ACP  
CHECKED: ACP  
APPROVED: TD  
SCALE: 1" = 200'  
FILE NO.: AP15002

**SHEET**  
**NUMBER**  
**2**  
**OF**  
**2**

## DESCRIPTION:

### EXHIBIT "A"

A PARCEL OF LAND LOCATED IN A PORTION OF LOTS 20 THRU 21 INCLUSIVE, IN BLOCK 39, OF SILVER LAKE ESTATES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGES 66 THRU 69, LYING IN SECTION 21, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

#### PARCEL "A"

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, FOR THE POINT OF COMMENCEMENT (P.O.C.); THENCE RUN NORTH 89°16'19" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER, (NE 1/4), OF SAID SECTION 21, A DISTANCE OF 990.30 FEET TO THE CENTERLINE OF WILCO DRIVE, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN SOUTH 33°04'20" WEST, ALONG THE CENTERLINE OF SAID WILCO DRIVE, A DISTANCE OF 15.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE, CONTINUING ALONG SAID CENTERLINE AND ALONG THE ARC OF SAID CURVE, HAVING A DELTA ANGLE OF 36°21'34", A RADIUS LENGTH OF 395.87 FEET, AN ARC LENGTH OF 251.22 FEET, A TANGENT LENGTH OF 130.00 FEET, A CHORD LENGTH OF 247.02 FEET AND A CHORD BEARING OF SOUTH 14°53'33" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 03°17'14" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 227.82 FEET TO THE INTERSECTION OF THE CENTERLINE OF AIRPORT BOULEVARD, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE RUN NORTH 67°47'58" WEST, ALONG SAID CENTERLINE OF AIRPORT BOULEVARD, A DISTANCE OF 197.84 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN SOUTH 40°15'43" WEST, A DISTANCE OF 26.30 FEET, TO THE SOUTH LINE OF THE 50.00 FOOT WIDE RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD AND THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUE SOUTH 40°15'43" WEST, A DISTANCE OF 272.55 FEET; THENCE RUN NORTH 49°44'17" WEST, A DISTANCE OF 244.75 FEET; THENCE RUN NORTH 21°54'31" EAST TO THE AFOREMENTIONED SOUTH LINE OF THE RIGHT-OF-WAY OF AIRPORT BOULEVARD AND WESTERLY EXTENSION THEREOF, A DISTANCE OF 183.24 FEET; THENCE RUN SOUTH 67°47'58" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 318.12 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS LOCATED AT THE LEESBURG INTERNATIONAL AIRPORT, CITY OF LEESBURG, LAKE COUNTY, FLORIDA AND CONTAINS 62,498.472 SQUARE FEET OR 1.435 ACRES.

#### GENERAL NOTES:

- 1: THIS IS NOT A BOUNDARY SURVEY.
- 2: THIS SKETCH IS TO SHOW A GRAPHICAL REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.
- 3: THIS SKETCH WAS PREPARED FOR THE CITY OF LEESBURG, ISAOA. USE OF THIS SKETCH BY ANY OTHER PARTIES IS STRICTLY FORBIDDEN.
- 4: USE OF THIS SKETCH FOR ANY OTHER PURPOSE THEN THAT STATED IN NOTE (2) IS THE SOLE RESPONSIBILITY OF THE USER. THE CITY OF LEESBURG ASSUMES NO LIABILITY FOR THE MISUSE OF THIS INFORMATION.
- 5: ALL INFORMATION OUTSIDE THE LABELED LIMITS OF THIS SITE IS FOR GENERAL REFERENCE PURPOSES ONLY. ASSUMPTION OF CORRECTNESS OUTSIDE OF SAID SITE BOUNDARY BECOMES THE LIABILITY OF THE USER.
- 6: THIS SKETCH WAS PREPARED BY THE CITY OF LEESBURG, PUBLIC WORKS DEPARTMENT, SURVEY DIVISION, UNDER THE DIRECTION OF CHARLES WELLER, AIRPORT MANAGER, FOR THE LEESBURG INTERNATIONAL AIRPORT, CITY OF LEESBURG, FLORIDA

SECTION: 21-19-25



CITY OF LEESBURG  
PUBLIC WORKS / ENGINEERING  
SURVEY DIVISION  
550 S. 14th STREET  
LEESBURG, FLORIDA 34749-0630  
PHONE (352) 728-9755  
FAX (352) 728-9758

## SKETCH OF DESCRIPTION

LEASE PARCEL "A"

LEESBURG INTERNATIONAL AIRPORT

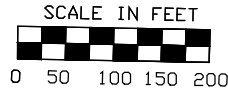
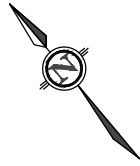
DATE: 2/20/2009  
DRAWN: DDF  
CHECKED: DDF  
APPROVED: AP  
SCALE: N/A  
FILE NO.: AP09001

SHEET  
NUMBER  
**1**  
OF  
**2**

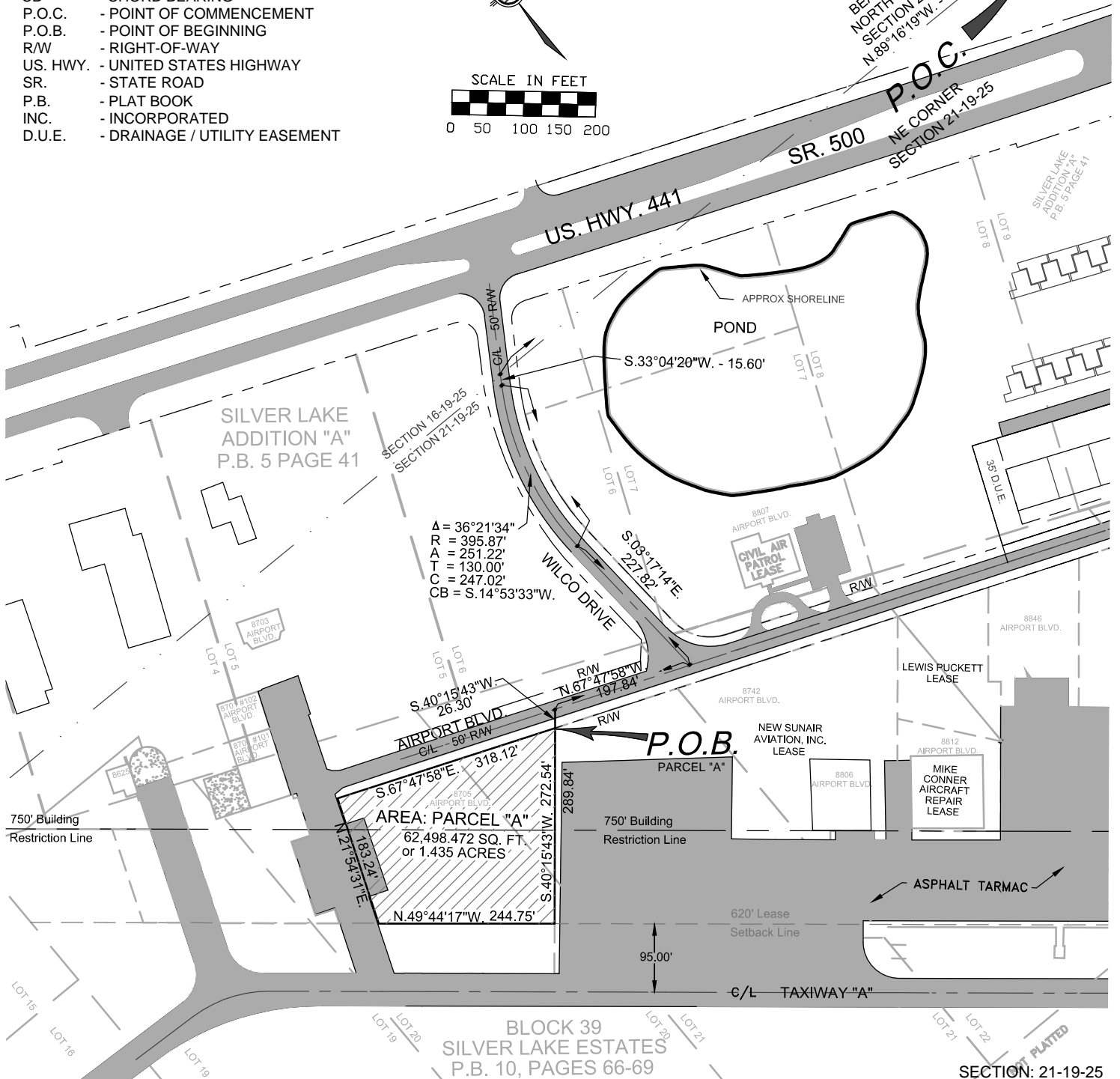
# EXHIBIT "A"

## ABBREVIATIONS

R	- RADIUS LENGTH
$\Delta$	- DELTA ANGLE
A	- ARC LENGTH
T	- TANGENT LENGTH
C	- CHORD LENGTH
CB	- CHORD BEARING
P.O.C.	- POINT OF COMMENCEMENT
P.O.B.	- POINT OF BEGINNING
R/W	- RIGHT-OF-WAY
US. HWY.	- UNITED STATES HIGHWAY
SR.	- STATE ROAD
P.B.	- PLAT BOOK
INC.	- INCORPORATED
D.U.E.	- DRAINAGE / UTILITY EASEMENT



BEARING BASE  
NORTH LINE NE 1/4  
SECTION 21-19-25  
N 89°16'19"W. - 990.30'



## SKETCH OF DESCRIPTION

LEASE PARCEL "A"  
LEESBURG INTERNATIONAL AIRPORT

DATE: 2/20/2009  
DRAWN: DDF  
CHECKED: DDF  
APPROVED: AP  
SCALE: 1" = 200'  
FILE NO.: AP09001

SHEET  
NUMBER  
2  
OF  
2



**LEESBURG**  
The Lakefront City

CITY OF LEESBURG  
PUBLIC WORKS / ENGINEERING  
SURVEY DIVISION  
550 S. 14th STREET  
LEESBURG, FLORIDA 34749-0630  
PHONE (352) 728-9755  
FAX (352) 728-9758

Airport Tenants

ID	Tenant	Street Address
1	T-Hangar	8625 Airport Blvd
2	SunAir Aviation	8701 Airport Blvd Unit 101
3	Sunair Aviation	8701 Airport Blvd Unit102
4	EAA	8701 Airport Blvd Unit 103
5	Aerostat	8703 Airport Blvd
6	Sunair Aviation	8742 Airport Blvd Unit 101
7	Us Customs	8742 Airport Blvd Unit 102
8	Sunair Aviation	8806 Airport Blvd
9	Cap/Admin	8807 Airport Blvd
10	Central Florida Avionics	8812 Airport Blvd
11	Aerostat	8830 Airport Blvd
12	Brainerd Helicopters	8846 Airport Blvd
13	Brainerd Helicopters	8848 Airport Blvd
14	Brainerd Helicopters	8850 Airport Blvd
15	Flying Colors	8855 Airport Blvd
15	Wipaire	8855 Airport Blvd
15	Wipaire	8855 AirportBlvd
16	Brainerd Helicopters	8858 Airport Blvd
17	City T-Hangars	8861 Airport Blvd
18	Angel Flight	8864 Airport Blvd Unit 101
19	Flying Colors	8864 Airport Blvd Unit 102
20	City T-Hangars	8867 Airport Blvd
21	Vacant Land	8873 Airport Blvd
22	Av-Mech, LLC	8900 Airport Blvd
23	Phillips	8910 Airport Blvd
24	Orlando Financial	8950 Airport Blvd
25	Skybolt	9000 Airport Blvd
26	Vacant Land	9001 Airport Blvd
27	Q-Free International (JetSky)	9020 Airport Blvd
28	Lift Station #80	9030 Airport Blvd
29	ATCT	32650 Echo Dr
30	C-Wings	32720 Echo Dr
31	Wipaire	32725 Echo Dr
32	The Villages	32728 Echo Dr
33	Airport Beacon / Vault	32729 Echo Dr
34	Water Plant	32733 Echo Dr
35	The Villages	32734 Echo Dr
36	C-Wings	32740 Echo Dr
37	JetSky	32746 Echo Dr
38	City T-Hangars	32800 Echo Dr
39	Alun Jones T-Hangars	32834 Echo Dr
40	Hurley Industries / Americraft	32838 Echo Dr
41	Lake County Sheriff	32840 Echo Dr
42	SunAir Aviation	32901 Wilco Dr
43	Fire Station #3	9400 Veterans Rd
44	Lake Regional Urgent Care	8404 US Hwy 441
45	Th@t Company	8500 US Hwy 441
46	Family Furniture	8626 US Hwy 441
47	Bill Bryan Import Sales LLC	8644 US Hwy 441
48	Bill Bryan Import Sales LLC	8730 US Hwy 441
49	Bill Bryan	8736 US Hwy 441
50	Vacant Land Bill Bryan KIA	8816 US Hwy 441
51	Vacant Land	9020 US Hwy 441
52	Phillips Sales	8629 US Hwy 441
53	Lift Station #35	32946 WilcoDr
54	Cracker Barrel	9450 US Hwy 441
55	Hurley Vacant Land	No Street Address

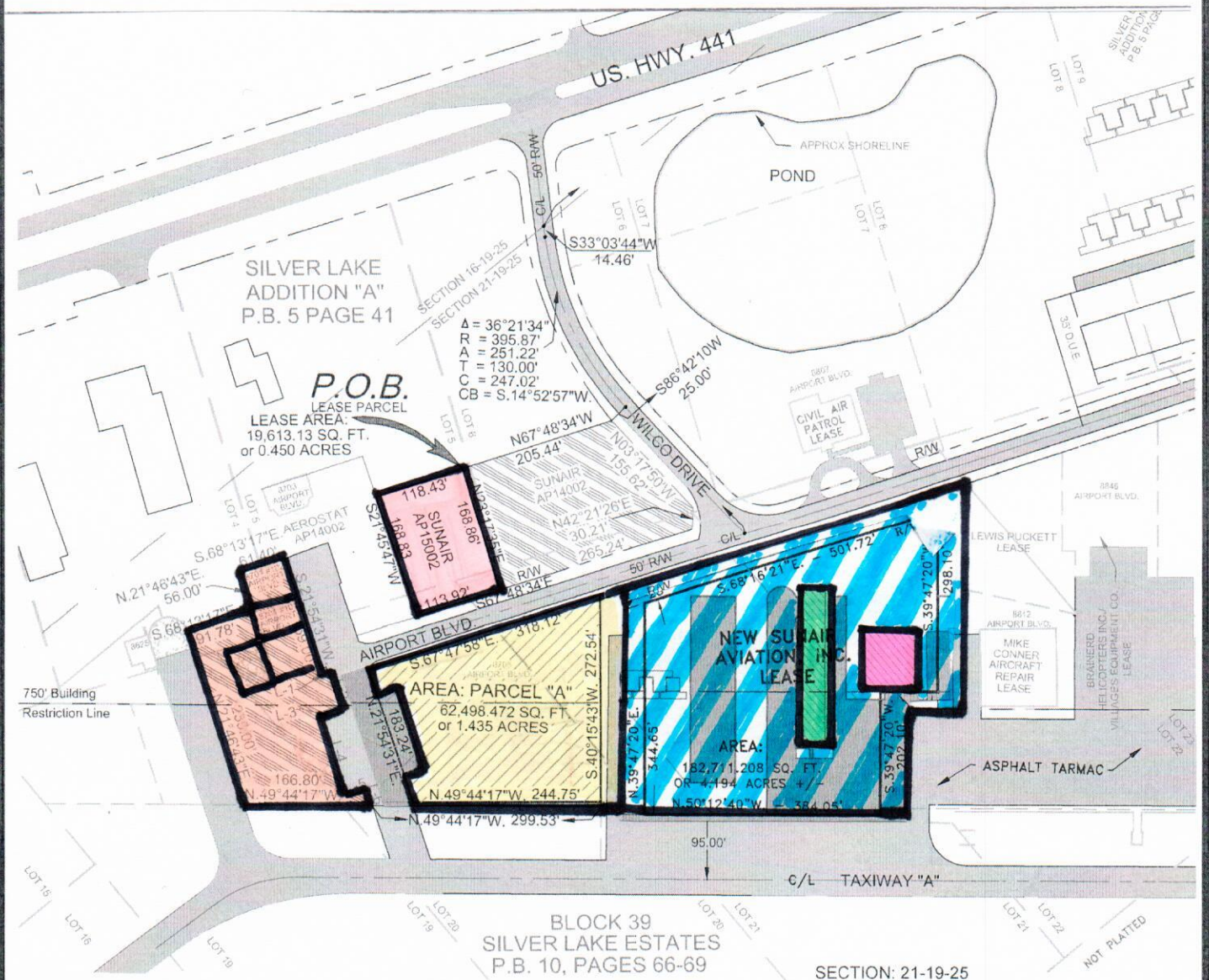
Legend

- Airport Tenant
- Airport Boundary

Leesburg International Airport



"MARKET LEASE STRUCTURE"						
Lease Area	Square Footage	Unit Cost	TOTAL ANNUAL LEASE COST		TOTAL MONTHLY LEASE COST	
8806 Airport Blvd - Building	8000	\$ 3.00	\$ 24,000.00	\$	\$ 2,000.00	
8742 Airport Blvd- Building	2983	\$ 3.00	\$ 8,949.00	\$	\$ 745.75	
8806/8742 Blvd - Land	162191.2	\$ 0.15	\$ 24,328.68	\$	\$ 2,027.39	
8701 Airport Blvd - Building	6000	\$ 2.86	\$ 17,160.00	\$	\$ 1,430.00	
Vacant Airport Blvd - Land	19561.82	\$ 0.15	\$ 2,934.27	\$	\$ 244.52	
Ramps	62498.47	\$ 0.15	\$ 9,374.77	\$	\$ 781.23	
Tie Downs	41	120	\$ 4,920.00	\$	\$ 410.00	
Electric			\$ 333.36	\$	\$ 27.78	
			\$ 92,000.08	\$	\$ 7,666.67	



CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

**SKETCH OF DESCRIPTION**

LEASE PROPERTY  
SUNAIR AVIATION, INC.  
LEESBURG INTERNATIONAL AIRPORT

DATE: 10/7/2015  
DRAWN: ACP  
CHECKED: ACP  
APPROVED: TD  
SCALE: 1" = 200'  
FILE NO.: AP15002

SHEET  
NUMBER  
2  
OF  
2



# AGENDA MEMORANDUM

**Item No:** 4.C.4.

**Meeting Date:** October 26, 2015

**From:** Ken Thomas, Housing & Redevelopment Manager

**Subject:** Resolution adopting a policy supporting small, women and minority owned businesses for use in administering community development block grants and adopting a policy to increase the percentage of minority City employees

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**Staff Recommendation:**

Staff recommends approval of the resolution adopting a policy supporting small, women and minority owned businesses and seeking to increase the percentages of minority City employees.

**Analysis:**

The United States Department of Housing and Urban Development (HUD) as a result of the City of Leesburg receiving federal funding is requiring the City to establish policies supporting small, women owned and minority businesses. The City is an Equal Employment Opportunity Employer, and does not discriminate in its hiring practices. However, HUD is requesting the City establish goals that bring the percentages of minorities employed by the City more closely in line with its percentage of minorities who live in the City. The City recognizes the need to adopt an action plan to implement such goals.

In addition, the resolution addresses projects assisted by programs providing direct financial assistance from HUD, the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause in administration of CDBG programs which require the following:

1. To the greatest extent feasible, opportunities for training and employment are given to low income project area residents;
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area.

The City will make every effort to achieve the above stated goals as it relates to small, women owned and minority businesses, employment of minorities and applying the Section III clause.

**Options:**

1. Approve the resolution; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact: None

Submission Date and Time: 10/22/2015 2:36 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised:____Not Required ____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. mwr _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF SMALL, WOMEN OWNED AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; ADOPTING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF LEESBURG; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Leesburg desires to establish a policy supporting small, women owned and minority businesses, and,

**WHEREAS**, the City Commission of the City of Leesburg recognizes an opportunity to affirmatively support small, women owned and minority business in those programs directly funded by the U.S. Department of Housing and Urban Development; and,

**WHEREAS**, the City Commission of the City of Leesburg desires to bring the percentage of minorities employed by the City more closely in line with its percentage of minorities who live in the City; and ,

**WHEREAS**, the City Commission of the City of Leesburg recognize the need to adopt an action plan to implement such goals;

**WHEREAS**, the City Commission of the City of Leesburg recognizes the City as an Equal Employment Opportunity Employer; and,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AS FOLLOWS:**

1. Policy Relating to the Employment of Small, Women Owned and Minority Businesses.

It shall be the policy of the City of Leesburg when soliciting for projects that involve Community Development Block Grant federal funding to require each department, agency, entity, or agent of the City to promote and assist small, women owned and minority businesses in gaining entry to do business with the City of Leesburg. By assisting small, women owned and minority businesses, the City will help to expand and develop the small, women owned and minority section in and around the City of Leesburg.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause in the administration of Community Development Block Grant programs, which requires:

1. To the greatest extent feasible, opportunities for training and employment are given to low income project area residents;
2. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area;
3. Certifying that parties to the contracts are under no obligation, which would prevent them from complying;
4. Insuring that the contractor will send labor organizations with which he or she has had a collective bargaining agreement a notice stating his or her commitments under this section and post this notice in places available to employees;
5. Insuring that the contractor will include a "Section III Clause" in every subcontract;
6. Insuring that the contractor will not subcontract with anyone that has previously violated "Section III" requirements;
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract;
8. Include "Section III" requirements in Community Development Block Grant bid invitations and contract specifications;
9. Cooperate with the Secretary of Housing And Urban Development in obtaining compliance from the recipient of the grant's contractors;
10. Submit to compliance reviews by the HUD when necessary; and,
11. Permit HUD access to all required records, accounts, reports, books, etc.

It is understood however, that while every opportunity will be afforded to small and minority businesses to enable them to bid on the City of Leesburg's Community Development Block Grant federally funded projects, contracts will continue to be awarded to the lowest or best responsible bidder.

2. Policy Relating to the Employment of Minorities by the City of Leesburg.

It shall be the goal of the City Commission of the City of Leesburg to attempt to increase the percentage of minority City employees at the rate of .1 percent of the City's total employee base, per year until the percentage of minority City employees is equal to that of the minority City population.

The City of Leesburg is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, creed, color, religion, national origin, ancestry, sex, age, veteran status, familial status, handicap or genetics.

The City will attempt to attain the goal by doing the following:

1. The City will advertise every open position in a newspaper of general circulation within the City prior to filling the open position when the position has not already been filled through existing procedures or policies providing for promotion from within and from Job Service applicants.
2. Stating in every advertisement that the City is an equal opportunity employer and does not discriminate in its hiring practice.

While City of Leesburg will attempt to attain the minority employment goal stated herein the following is understood:

1. The City of Leesburg will attempt to hire the best qualified person for each available position, regardless of race.
2. While the City of Leesburg will attempt to attain the employment goal set forth herein; the goal is only that and the City accepts no liability if the goal stated herein is not reached.
3. Definitions.
  1. SMALL BUSINESS-An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships; the one million dollar net worth requirement shall include both personal and business investments.
  2. WOMEN BUSINESS ENTERPRISES-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by women and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.
  3. MINORITY BUSINESS ENTERPRISES-Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.
  4. CERTIFIED MINORITY BUSINESS ENTERPRISES-A business enterprise which has been certified by the State of Florida Department of General Services to be a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
  5. MINORITY PERSON-A person whose race is Black, American Indian, Alaskan Native, Asian or Pacific Islander.

4. Action Plan.

In that the City of Leesburg will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City desires to enhance the opportunities for small and minority businesses and local businesses to participate in Community Development Block Grants with the City.

To accomplish this objective, the City Commission of the City of Leesburg, Florida, establishes and implements the following steps to facilitate the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts on Community Development Block Grant federally funded projects:

1. To utilize the news media, State Department of General Services list of small, women owned or minority business concerns, local advertising services, citizens advisory boards, regional planning Commissions, listings by federal agencies, and other appropriate sources to identify small, women owned and minority business concerns for possible involvement with the City Community Development Block Grant federally funded contracts.

2. To maintain and update the listing of small, women owned and minority business concerns and notify them of Community Development Block Grant federally funded contracting opportunities with the City.

3. To maintain records (copies of memoranda, general correspondence, etc.) to document that all steps in the action plan have been followed.

4. To establish or utilize an existing position to function as the equal opportunity officer to coordinate the implementation of the Affirmative Action Plan with operators of Community Development Block Grant federally funded City administered projects and programs.

5. Effective Date.

This resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** by the City Commission of the City of Leesburg, Florida this 26th day of October, 2015.

**CITY OF LEESBURG, FLORIDA**

BY: \_\_\_\_\_  
Elise A. Dennison, Mayor

ATTEST: \_\_\_\_\_  
J. Andi Purvis, City Clerk



# AGENDA MEMORANDUM

**Item No:** 4.C.5.

**Meeting Date:** October 26, 2015

**From:** Al Minner, City Manager

**Subject:** Resolution authorizing Agreements for fiscal year 2015-16 Civic Grant Funding with Band parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, , Leesburg Partnership, Inc. and Melon Patch Players, Inc.

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## **Staff Recommendation:**

Staff recommends the execution of the agreements for fiscal year 2015-16 civic grant funding with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc..

## **Analysis:**

For Fiscal Year 2015-16, a total of \$73,998.00 was budgeted for this purpose of funding civic organizations. A City Commission meeting was held in April to discuss this issue. A portion of the funding (\$28,428.00) was designated for the Kids Korner playground equipment. Following is a list of the organizations that were approved for funding by the City Commission at that time and the funding amounts. Pursuant to City Commission direction there is a quid pro quo included in Section 2 of each City Civic Organization Funding Agreement. This section specifies the obligation for each group.

Band Parents Association of Leesburg High School - \$1,455.00  
Boys & Girls Club of Lake and Sumter Counties, Inc. - \$7,500.00  
Community Development Corporation of Leesburg, Inc. - \$3,880.00  
Leesburg Area Chamber of Commerce - \$5,000.00  
Leesburg Art Festival DBA Leesburg Center for the Arts - \$10,670.00  
Leesburg Partnership, Inc. - \$14,065.00  
Melon Patch Players, Inc. - \$3,000.00

**Options:**

1. Approve execution of the agreements between the City of Leesburg and Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, Inc., for fiscal year 2015-16 civic grant funding.
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

A total of \$73,998.00 was included in the current budget for civic funding. Funding for the organizations above totals \$73,998.00.

**Submission Date and Time:** 10/22/2015 2:36 PM

Department: <u>Administration</u> Prepared by: <u>Al Minner</u> Attachments: Yes <u>X</u> No <u>    </u> Advertised: <u>Not Required</u> Dates: <u>                    </u> Attorney Review : Yes <u>X</u> No <u>    </u> <u>                                    </u> Revised 6/10/04	Reviewed by: Dept. Head <u>            </u>  Finance Dept. <u>                    </u>  Deputy C.M. <u>                    </u> Submitted by: City Manager <u>                    </u>	Account No. <u>042-2021-532-8210</u>  Project No. <u>                    </u>  WF No. <u>                    </u>  Budget <u>\$73,998</u>  Available <u>\$73,998</u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS WITH BAND PARENTS ASSOCIATION OF LEESBURG HIGH SCHOOL, INC., BOYS AND GIRLS CLUBS OF LAKE AND SUMTER COUNTIES, INC., COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., LEESBURG AREA CHAMBER OF COMMERCE, LEESBURG ARTS FESTIVAL DBA LEESBURG CENTER FOR THE ARTS, LEESBURG PARTNERSHIP, INC., AND MELON PATCH PLAYERS, INC.; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**

**WHEREAS**, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

**WHEREAS**, Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Lake & Sumter Counties, Inc., Community Development Corporation of Leesburg, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc. and Melon Patch Players, are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

**WHEREAS**, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

**WHEREAS**, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:**

That the Mayor and City Clerk of the City of Lees burg are hereby authorized and directed to execute the Civic Organization Funding Agreement between the City of Leesburg and each entity listed above for the amount listed in each contract.

That this resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26<sup>th</sup> day of October 2015.

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Mayor

ATTEST:

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City Clerk

## **CIVIC ORGANIZATION FUNDING AGREEMENT**

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Boys & Girls Clubs of Lake and Sumter Counties, Inc., a not for profit corporation (hereinafter referred to as "Agency").

### **WITNESSETH:**

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$7,500.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner/event at no additional cost to the City.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Comprehensive summer and after school programs for Leesburg children providing activities and mentoring to ensure academic success, healthy lifestyles, character and citizenship.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Boys & Girls Clubs of Lake and Sumter Counties, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not for profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$3,880.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Community Development Corporation of Leesburg, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, a not for profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$10,670.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall also provide to the City of Leesburg twenty (20) tickets to the Songwriters Night event and ten (10) Leesburg Art Festival VIP Passes at no additional cost to the City.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

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expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Art Festival, Inc.  
DBA Leesburg Center for the Arts

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Area Chamber of Commerce, Inc., a not for profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$5,000.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and provide entry for one (1) team in the annual Splash Golf event.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to

approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Area Chamber of Commerce, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Partnership, Inc., a not for profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$14,065.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner/event at no additional cost to the City.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promotion and presentation of numerous community oriented events including BikeFest, Saturday Morning Market and Leesburg Christmas Parade.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to

approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Leesburg Partnership, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Melon Patch Players, Inc., a not for profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$3,000.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall list the City of Leesburg as a sponsor for two productions in the upcoming performance season.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Sponsorship of community theatre production to improve quality of shows and facilities.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any

expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Melon Patch Players, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## CIVIC ORGANIZATION FUNDING AGREEMENT

**THIS AGREEMENT** is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Band Parents Association of Leesburg High School, Inc., a not for profit corporation (hereinafter referred to as "Agency").

### WITNESSETH:

**THAT**, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

**Section 1. City Obligations.** City agrees to provide the Agency with a **\$1,455.00** funding contribution in fiscal year 2015/2016. Said funding contribution will be issued to the Agency as a lump sum disbursement.

**Section 2. Agency Obligations.** Agency shall be responsible for providing the City with a one-time or quarterly financial statement (profit and loss), whichever is applicable to the Agency's funding, along with activity reports showing the uses for which the City's contribution was expended. The financial statement shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and activity reports are received. Agency shall provide to the City all recognitions provided to Platinum Sponsors as noted in attached document.

**Section 3. Use of Funds.** Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide financial assistance to at risk and deserving/needy students in the Leesburg High School Band including allowing every single child to participate in the Florida Bandmasters Association Solo and Ensemble festival; participate in City events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

**Section 4. Lapse.** In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

**Section 5. Duration of Agreement.** This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to

approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

**Section 6. Modifications.** No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

**Section 7. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

Band Parents of Leesburg High School, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

## SPONSORSHIP LEVELS

### **Patron Package - DONATION \$50 to \$149**

- *Recognition in our Central Florida Marching Arts Invitational (CFMAI) and Florida Band Master Association (FBA) Programs (exposure to numerous bands and drill units from all over the state)*
- *Recognition at our Annual Spring Prism Concert*
- *Free football ticket to one home game*

### **Bronze Sponsor Package - DONATION \$150 to \$324**

#### **THIS SPONSORS A CHILD FOR A QUARTER OF THE YEAR**

- *Recognition on our Sponsor Board (if received before the first home football game)*
- *A BUSINESS CARD SIZED AD in our Central Florida Marching Arts Invitational (CFMAI) and Florida Bandmasters Association (FBA) Programs (exposure to numerous bands and drill units from all over the state)*
- *Business Recognition Decal*
- *Recognition at our Annual Spring Prism Concert*
- *Listed on our Web Site as a sponsor the duration of the academic year*

### **Silver Sponsor Package - DONATION \$325 to \$649**

#### **THIS SPONSORS A CHILD FOR HALF A YEAR**

- *Recognition on our Sponsor Board (if received before the first home football game)*
- *A QUARTER PAGE AD in our Central Florida Marching Arts Invitational (CFMAI) and Florida Band Master Association (FBA) Programs (exposure to numerous bands and drill units from all over the state)*
- *Recognition at our Annual Spring Prism Concert*
- *Listed on our Web Site as a sponsor for the duration of the academic year*
- ***Business Name on BOTH sides of Truck which travels everywhere we go (and that's a lot of travel!)***
- ***EARLY BIRD SPECIAL! Recognition on our band page in the Athletic Boosters Football Program (DONATION and AD MUST BE received by August 1, 2015)***

### **Gold Sponsor Package - DONATION \$650 to \$1299**

#### **THIS LEVEL SPONSORS A CHILD FOR THE YEAR!**

- *All recognition of the Silver Sponsor Package +*
- *A HALF PAGE ADVERTISEMENT in our Central Florida Marching Arts Invitational (CFMAI) and Florida Band Master Association (FBA) Programs (exposure to numerous bands and drill units from all over the state)*
- *2 complimentary Annual Passes to all band events. Including our dinner dances, concerts, and festivals (Please note: These passes are not for athletic events where the band participates such as football games, etc.)*
- ***Business Name on BOTH Sides of Truck which travels everywhere we go (and that's a lot of travel!) in LARGER LETTERING***
- ***EARLY BIRD SPECIAL! ALL CAPS Recognition on our band page in the Athletic Boosters Football Program (DONATION and AD MUST BE received by August 1, 2015 to qualify)***

### **Platinum Sponsor Package – DONATION \$1,300 and up**

#### **THIS LEVEL SPONSORS TWO CHILDREN OR MORE!**

- *All benefits of Gold Package with the following differences:*
- *A FULL PAGE ADVERTISEMENT in our Central Florida Marching Arts Invitational (CFMAI) and Florida Bandmaster Association (FBA) Programs (exposure to numerous bands and drill units from all over the state)*
- *LARGE ADVERTISEMENT ON OUR WEBSITE WITH YOUR LOGO*
- ***Business Name with PREMIUM SPOT (listing on both sides of truck and LOGO on back) of Truck which travels everywhere we go (and that's a lot of travel!)***
- *Four Annual Passes to all band events (reservations may be required – does not include athletic events – includes dinner dances, concerts, and festivals – please visit [www.swarmofsound.com](http://www.swarmofsound.com) for a calendar)*
- *Verbal recognition at all home football games*
- ***EARLY BIRD SPECIAL! BOLD and ALL CAPS Recognition on our band page in the Athletic Boosters Football Program (DONATION and AD MUST BE received by August 1, 2015 to qualify)***



# AGENDA MEMORANDUM

**Item No:** 4.C.6.  
**Meeting Date:** October 26, 2015  
**From:** Dan Miller, Planning & Zoning Manager  
**Subject:** Sign – Right of Way Utilization agreement

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## Staff Recommendation

Staff recommends approval of the resolution permitting the use of a ten (10) by twenty (20) area of City right of way to allow installation of a monument sign.

## Analysis

Due to the construction on Main Street, ROW width and other associated redevelopment efforts, enough extenuating circumstances exist to permit NAPA to place a conforming sign within the City ROW, provided they release the City from liability and do not obstruct sight-lines.

The location does not allow adequate legal signage, the agreement is specific to NAPA and Jim Disterhaupt, and the sign shall be constructed, maintained and then removed at the business owner's expense upon NAPA leaving the site.

## Options

1. Approve the resolution as presented by staff.
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact

No fiscal impact is anticipated as a result of this action.

**Submission Date and Time:** 10/22/2015 2:37 PM

Department: <u>Comm Dev, P&amp; Z Div.</u> Prepared by: <u>D. Miller, A. Parker</u> Attachments: Yes <u>X</u> No <u>      </u> Advertised: <u>      </u> Not Required <u>      </u> Dates: <u>      </u> Attorney Review: Yes <u>      </u> No <u>      </u> <u>      </u> Revised 6/10/04	Reviewed by: Dept. Head <u>      </u>  Finance Dept. <u>      </u>  Deputy C.M. <u>      </u> MWR Submitted by: City Manager <u>      </u>	Account No. <u>      </u>  Project No. <u>      </u>  WF No. <u>      </u>  Budget <u>      </u>  Available <u>      </u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE EXECUTION OF A RIGHT OF WAY UTILIZATION AGREEMENT BETWEEN DISTERHAUPT, INC. D.B.A. NAPA AND THE CITY OF LEESBURG, FLORIDA, FOR AN AREA LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY OF MAIN SREET, WITHIN THE ABANDONED ATLANTIC COAST LINE RAILROAD RIGHT OF WAY, FOR THE PURPOSE OF SIGN CONSTRUCTION AND MAINTENANCE WITHIN THE RIGHT OF WAY AREA AND BEING BOUND BY THE CONDITIONS AND LIMITATIONS DEFINED IN SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute a Right of Way Utilization Agreement with Disterhaupt, Incorporated, d.b.a. NAPA, whose address is 1309 West Main Street, on a 10 x 20 (200) square foot area of City right of way for the placement of a conforming monument sign, under the terms and conditions of the attached

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2015.

\_\_\_\_\_  
Elise A. Dennison, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

## Exhibit A – Right of Way Utilization Agreement

THIS INSTRUMENT PREPARED BY & RETURN TO:  
Fred A. Morrison  
McLin Burnsed P.A.  
Post Office Box 491337  
Leesburg, Florida 34749-1337

## Right of Way Utilization Agreement

RESERVED FOR RECORDING

THIS AGREEMENT is entered into between THE CITY OF LEESBURG, FLORIDA (the "City"), P.O. Box 490630, Leesburg, Florida 34748, and DISTERHAUPT, INC. ("Grantee"), 119 SW 101<sup>st</sup> Court, Gainesville, Florida 32607.

### WITNESSETH:

THAT Grantee owns the real property legally described as:

From the Northeast corner of Lot 1, Block 20, in the City of Leesburg, Florida, recorded in Plat Book 2, Page 19 of the Public Records of Lake County, Florida. Run West 10.00 feet to the intersection of the West Right-of-way of Twelfth Street as now exists and the South Right-of-way of Main Street; run thence Southerly along the West Right-of-way of said Twelfth Street 438.37 feet; thence South 35 degrees 23 minutes 33 seconds West, along the Westerly Right of Way of Twelfth Street 80.05 feet; run thence South 34 degrees 31 minutes 20 seconds West along the Westerly Right of Way of Twelfth Street 20.43 feet; run thence North 79 degrees 28 minutes 50 seconds West 383.78 feet; run thence North 47 degrees 17 minutes 37 seconds West 93.74 feet to the Point of Beginning; from said Point of Beginning run thence South 64 degrees 01 minutes 58 seconds West 65.34 feet; run thence North 70 degrees 55 minutes 59 seconds West 65.16 feet to a point that is 30 feet when measured at right angles there to the existing centerline of the S.C.L. railroad; thence run Northerly parallel with and 30 feet from said centerline of S.C.L. railroad, (said line having a radius of 917.45 feet), through a central angle of 16 degrees 34 minutes 29 seconds, an arc distance of 418.46 feet; a chord bearing and distance of North 01 degrees 41 minutes 18 seconds West, 414.85 feet to the South Right of way line of Main Street; run thence South 88 degrees 10 minutes 00 seconds East along said South Right of Way of Main Street 46.98 feet; run thence South 29 degrees 57 minutes 32 seconds East 298.53 feet; run thence South 44 degrees 22 minutes 27 seconds West 151.27 feet; run thence South 47 degrees 17 minutes 37 seconds East 57.61 feet to the Point of Beginning.

Grantee wishes to construct a sign advertising the NAPA business located on its property, however due to the peculiarly small amount of frontage Grantee's property has on Main Street, Grantee has requested that it be permitted to use a portion of the adjacent property owned by the City, for placement of this sign. The parties have entered into this Agreement for the purpose of permitting the sign to occupy a portion of the City's property, subject however to strict adherence to the conditions and limitations set forth in this Agreement.

NOW THEREFORE, for and in consideration of Grantee being allowed to use a portion of the City's property for its sign, the conditions and limitations imposed on Grantee by this Agreement, the sum of \$10.00, and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, each for the benefit and reliance of the other, the City and Grantee agree as follows:

1. The City grants to Grantee the right to construct a sign within the area described and depicted on Exhibit "A" attached, consisting of two pages. Although Exhibit "A" is labeled as a "Sign

Easement," that appellation is descriptive only. This Agreement does not convey to Grantee an actual easement, only a limited right of use, and any language in Exhibit "A" which appears to the contrary shall be disregarded. Exhibit "A" is intended by the parties only to describe the area within which Grantee's sign is permitted to remain under the conditions of this Agreement.

2. Grantee must obtain all required permits for construction of its sign, and must at all times comply with the City's ordinances pertaining to signs and advertising, as they now exist or as hereafter amended, in the construction and maintenance of Grantee's sign. If Grantee fails to comply with the City's sign ordinances, the violation shall be dealt with through the City's code enforcement process, and if the City's Special Magistrate finds Grantee did violate the sign ordinances, this Agreement shall terminate and the sign must be removed from the City's property within not more than 45 days from the date of the Special Magistrate's Order of Enforcement.

3. If Grantee's sign is destroyed, or damaged to an extent the cost to repair it would exceed 50% of the cost to construct a new sign of the same size, type, and configuration, the authorization by this Agreement to utilize City land for the sign shall expire, and the sign shall be removed from the City's property completely within no more than 45 days of the damage or destruction. Any replacement sign must be located wholly on Grantee's property.

4. The rights conferred on Grantee by this Agreement are personal to Grantee only, and shall not run with title to the property. Likewise, use of the sign under this Agreement is restricted to the existing NAPA business located on Grantee's property. If Grantee sells or transfers the property described above, in whole or in part, or if the NAPA business ceases to operate on Grantee's property, this Agreement shall terminate and the sign must be removed from the City's property no later than 45 days from the date of the deed or other instrument (e.g. certificate of title) transferring Grantee's property.

5. If Grantee constructs another sign located wholly on its own property, this Agreement shall terminate and the existing sign must be removed from the City's land within 10 days of completion of the sign on Grantee's property.

6. If any of the conditions in this Agreement requiring removal of the sign come to pass, and the sign is not removed within the deadline set in this Agreement for its removal, the City may remove the sign, and Grantee shall reimburse the City for all costs incurred in the removal process, within no more than 30 days from the date an invoice is rendered to Grantee for such costs. If Grantee removes the sign, whether or not compelled to do so by this Agreement, Grantee shall restore the City's property to a level grade, remove all trash and debris, and stabilize the area by seeding or sodding.

7. In the event of any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees in such action, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce a judgment obtained.

8. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

9. Grantee shall indemnify the City, and hold it harmless, against any claim, cause of action, demand, or liability of any nature whatsoever, arising out of or in any way related to the presence of the sign on City property, and in particular (and without limiting the scope of the foregoing indemnity obligation) any such claim due to any vehicular accident or pedestrian accident or injury, based in whole or in part on the presence of the sign or any limitation or obstruction of visibility of vehicles or pedestrians due to the sign, together with all court costs and attorneys' fees incurred by the City in the defense of any such claim or cause of action.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

DISTERHAUPT, INC.

\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name of witness)

BY: \_\_\_\_\_  
JAMES R. DISTERHAUPT, President

\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name of witness)

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
ELISE DENNISON, Mayor

Attest: \_\_\_\_\_  
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT "A"

**PARENT PARCEL:**

PARCEL ID # 26-19-24-0002000007400, ALTERNATE KEY # 3648049  
AS DESCRIBED IN OFFICIAL RECORDS BOOK 3047, PAGE 1178,

**DESCRIPTION : SIGN EASEMENT**

Beginning at the intersection of the easterly right of way line of the former Atlantic Coastline Railroad and the southerly right of way line of Main Street as shown on the Official Plat of the City of Leesburg, Lake County, Florida, as record in Plat Book 2, Page 19, of the public records of Lake County, Florida; thence, for said point of beginning, run perpendicular to said southerly right of way S.01°06'41"E. a distance of 20.00 feet; Thence, parallel with the southerly right of way, run S.88°53'19"W. a distance of 5.00 feet; thence, perpendicular to aforementioned southerly right of way line, run N.01°06'41"W. a distance of 20.00 feet to the southerly right of way line of Main street as show on said plat; thence, along said right of way line, run N.88°53'19"E. a distance of 5.00 feet to the point of beginning.

This easement contain an area of 100.00 square feet.

**GENERAL NOTES**

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
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- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the Legal Descriptions as described in Official Records Book 1486 , page 1178, in section 26, Township 19 South, Range 24 East, Lake County, Florida.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM CFM / Development Review Coordinator for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 26-19-24



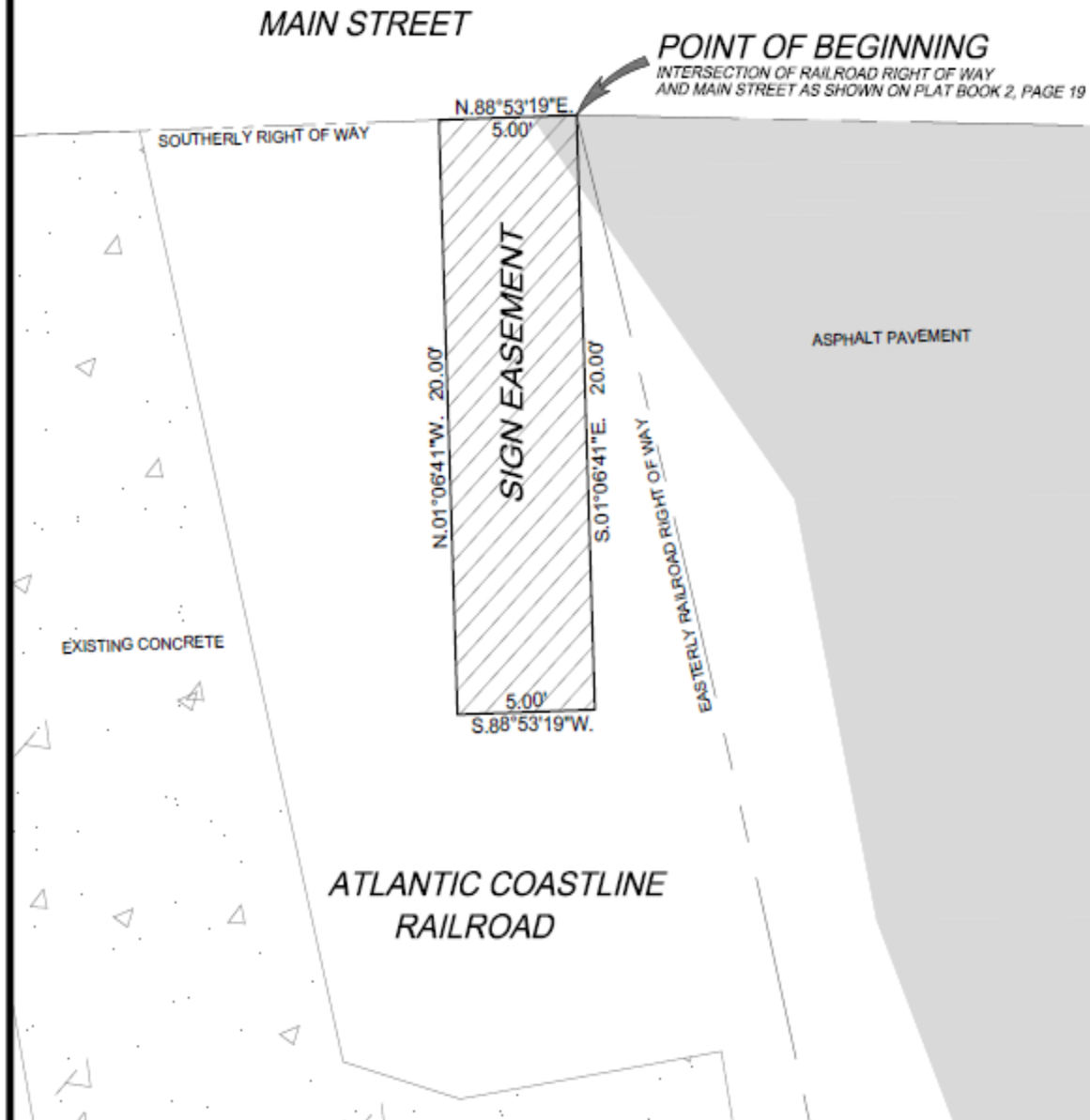
CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-0726  
FAX (352) 728-9879

**SKETCH OF DESCRIPTION**  
**SIGN EASEMENT FOR**  
**THE CITY OF LEESBURG AND**  
**DISTERHAUPT INC. AS NAPA**

DATE: 0818/2015  
DRAWN: ACP  
CHECKED: ACP  
APPROVED: DM  
SCALE: NTS  
FILE NO.: LE15001

SHEET  
NUMBER  
1  
OF  
2

EXHIBIT "A"



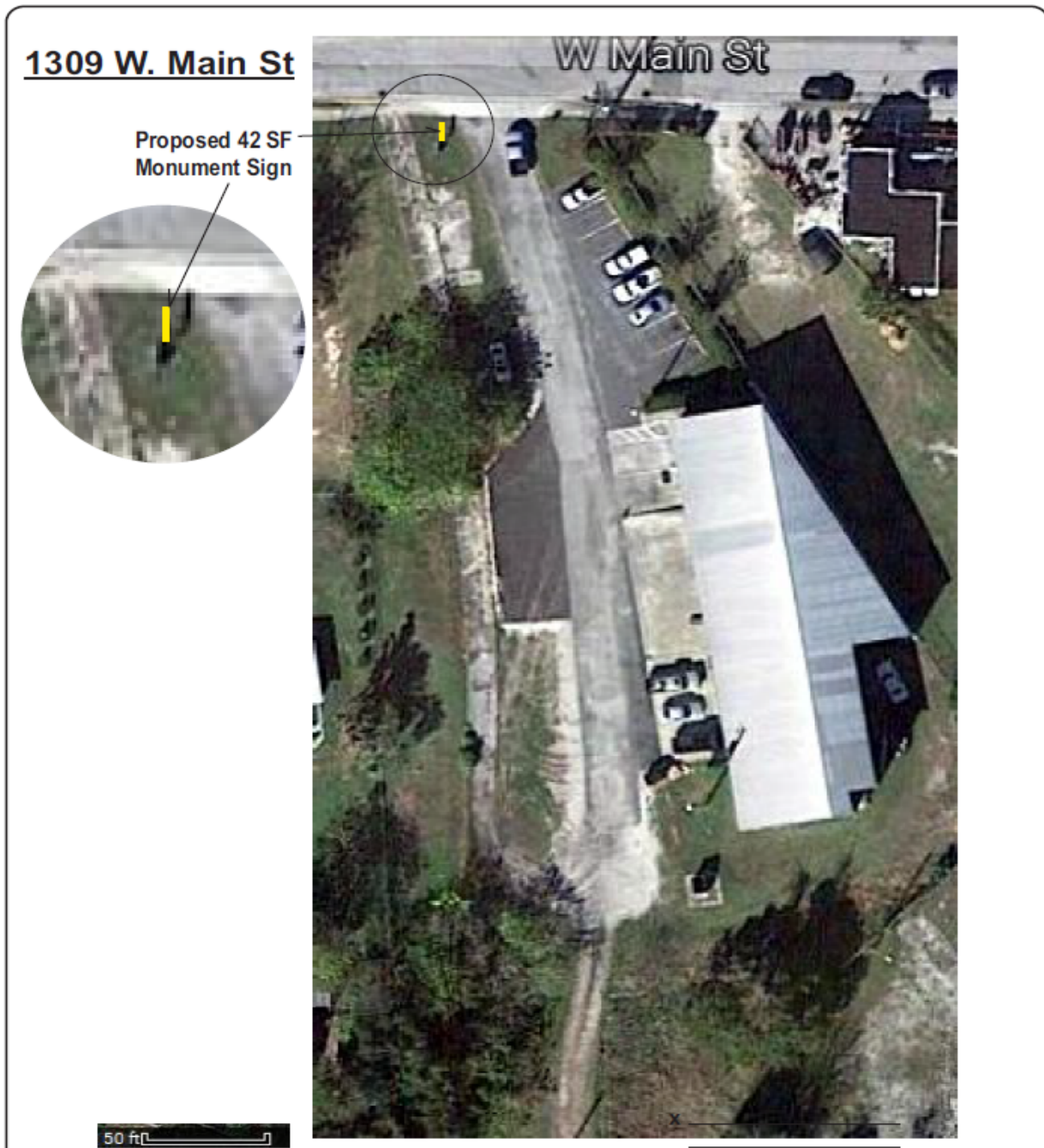
CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
590 S. 14th ST. - P.O. BOX 490290  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9155  
FAX (352) 728-9679

SKETCH OF DESCRIPTION  
SIGN EASEMENT FOR  
THE CITY OF LEESBURG AND  
DISTERHAUPT INC. AS NAPA

DATE: 08/18/2015  
DRAWN: ACP  
CHECKED: ACP  
APPROVED: DM  
SCALE: 1" = 5'  
FILE NO.: LE15001

SHEET  
NUMBER  
2  
OF  
2

Exhibit B – Site Plan



SITE PLAN  
Jim Disterhaus (NAPA)  
1309 West Main Street

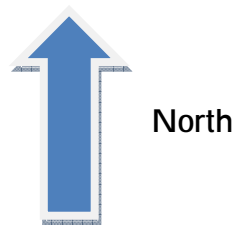


Exhibit C – Proposed sign



THIS INSTRUMENT PREPARED BY & RETURN TO:

Fred A. Morrison  
McLin Burnsed P.A.  
Post Office Box 491357  
Leesburg, Florida 34749-1357

## Right of Way Utilization Agreement

RESERVED FOR RECORDING

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Easement,” that appellation is descriptive only. This Agreement does not convey to Grantee an actual easement, only a limited right of use, and any language in Exhibit “A” which appears to the contrary shall be disregarded. Exhibit “A” is intended by the parties only to describe the area within which Grantee’s sign is permitted to remain under the conditions of this Agreement.

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**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the dates shown below.

DISTERHAUPT, INC.

\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name of witness)

BY: \_\_\_\_\_  
JAMES R. DISTERHAUPT, President

\_\_\_\_\_  
\_\_\_\_\_  
(Type or print name of witness)

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
ELISE DENNISON, Mayor

Attest: \_\_\_\_\_  
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
CITY ATTORNEY

## EXHIBIT "A"

### PARENT PARCEL:

PARCEL ID # 26-19-24-0002000007400. ALTERNATE KEY # 3848049  
AS DESCRIBED IN OFFICIAL RECORDS BOOK 3047, PAGE 1178.

### DESCRIPTION : SIGN EASEMENT

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This easement contain an area of 100.00 square feet.

## GENERAL NOTES

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SECTION: 26-19-24



CITY OF LEESBURG  
PUBLIC WORKS DEPT.  
ENGINEERING DIVISION  
550 S. 14th ST. - P.O. BOX 490630  
LEESBURG, FLORIDA 34749  
PHONE (352) 728-9755  
FAX (352) 728-9879

### SKETCH OF DESCRIPTION

SIGN EASEMENT FOR  
THE CITY OF LEESBURG AND  
DISTERHAUPT INC. AS NAPA

DATE: 0818/2015  
DRAWN: ACP  
CHECKED: ACP  
APPROVED: DM  
SCALE: NTS  
FILE NO.: LE15001

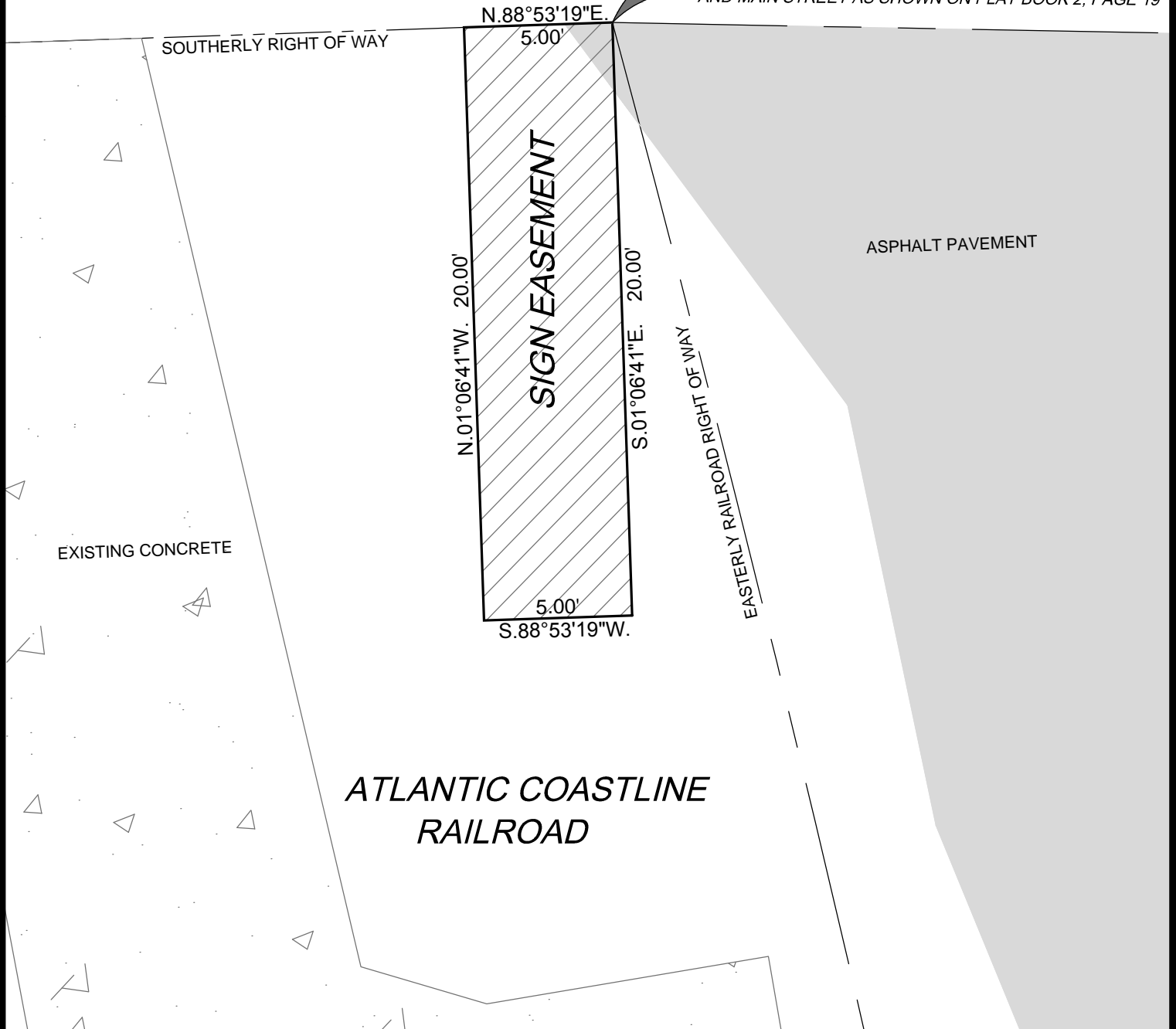
SHEET  
NUMBER  
1  
OF  
2

EXHIBIT "A"

MAIN STREET

POINT OF BEGINNING

INTERSECTION OF RAILROAD RIGHT OF WAY  
AND MAIN STREET AS SHOWN ON PLAT BOOK 2, PAGE 19



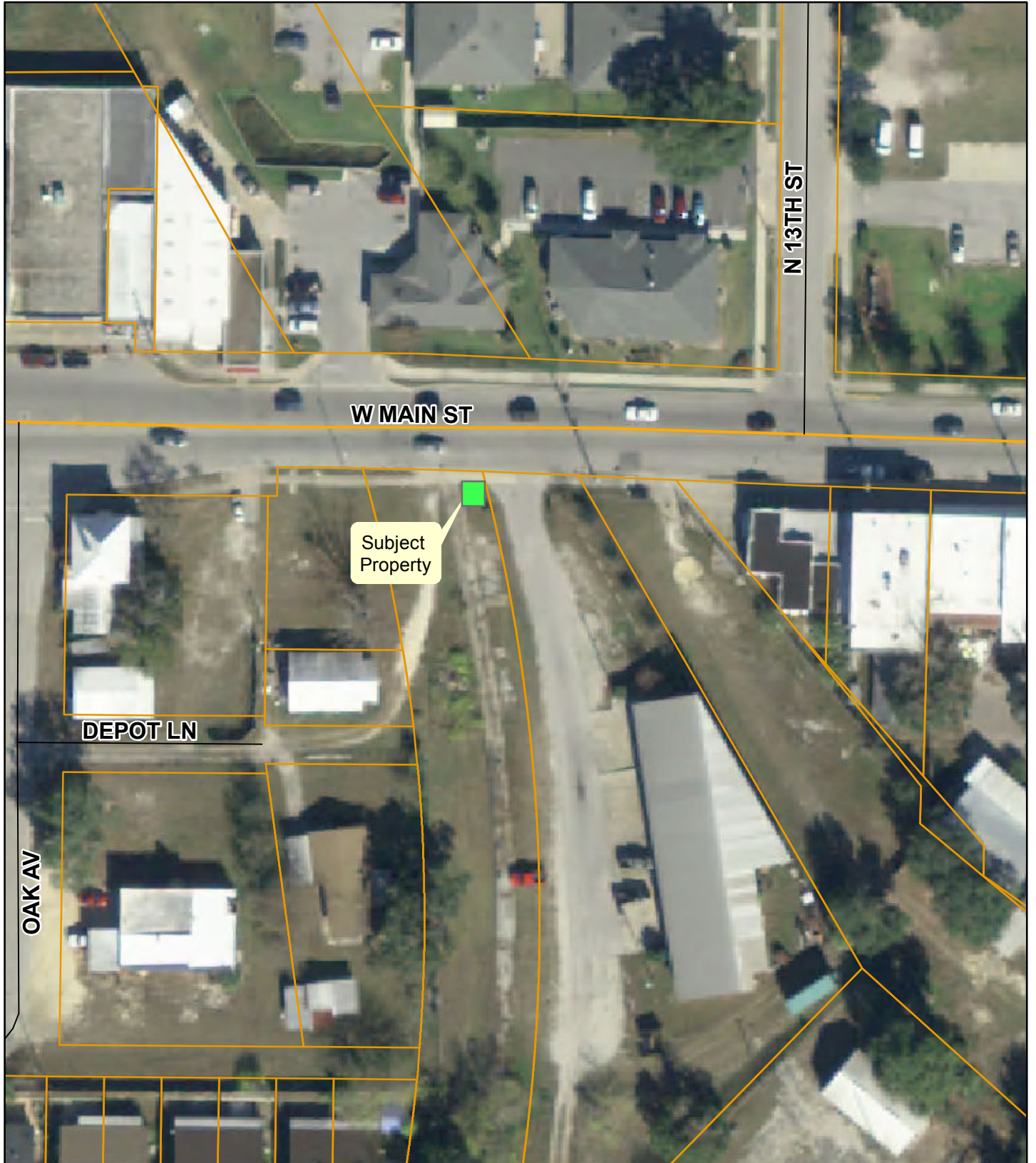
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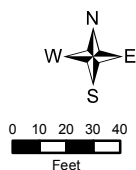
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DRAWN: ACP  
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SCALE: 1" = 5'  
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SHEET  
NUMBER  
2  
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2

# Aerial



**Planning  
& Zoning  
Division**



**Disterhaupt Sign Agreement  
Sec 26 Twp 19 Rge 24**

## EXHIBIT "A"

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SECTION: 26-19-24



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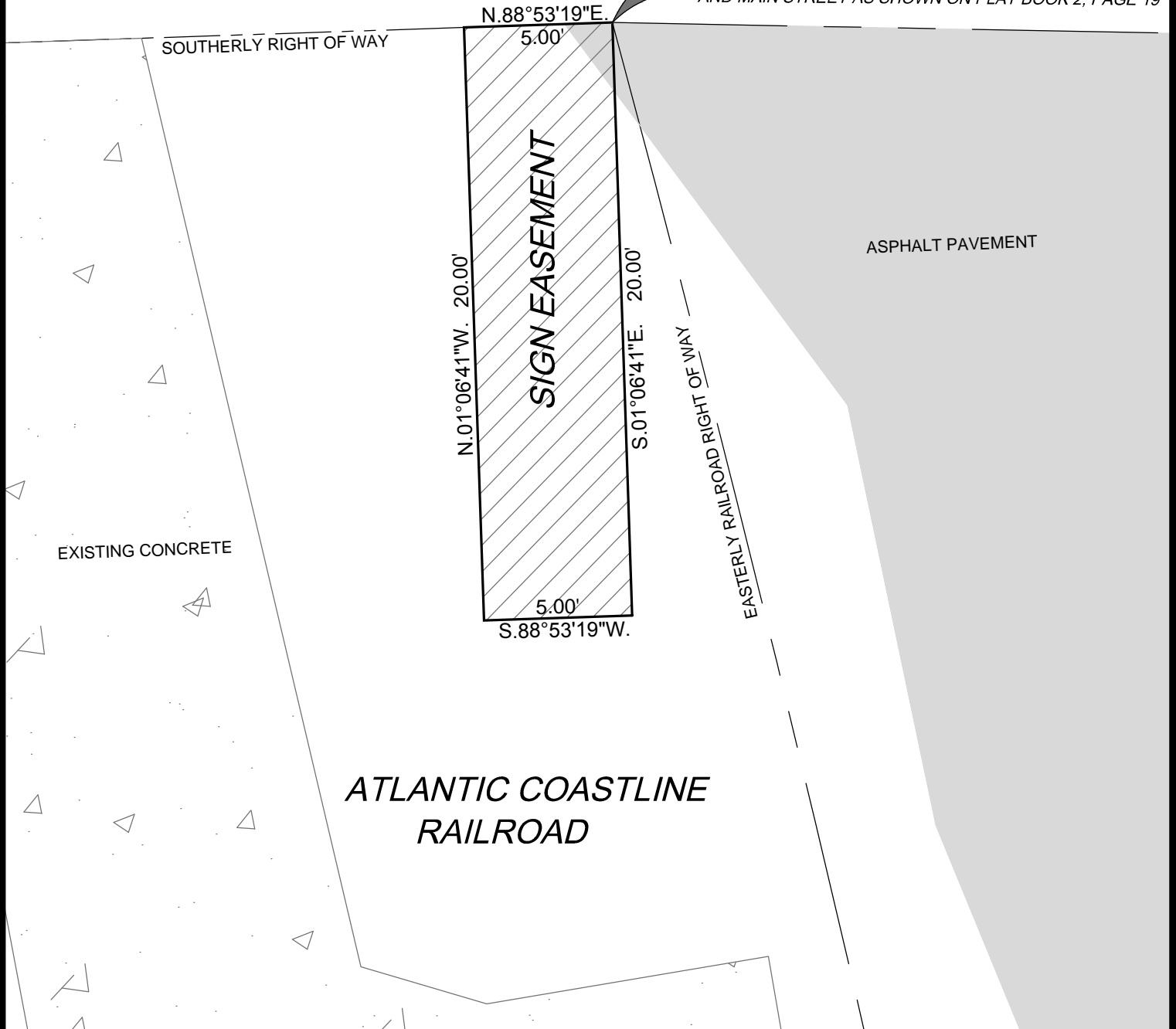
SHEET  
NUMBER  
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SCALE: 1" = 5'  
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SHEET  
NUMBER  
2  
OF  
2



# AGENDA MEMORANDUM

**Item No:** 5A.

**Meeting Date:** October 26, 2015

**From:** Al Minner, City Manager

**Subject:** Appeal of Partial Denial of Exemption for Religious Purposes for Special Assessment for Fire Services- St. Paul's Catholic Church

---

**Staff Recommendation:**

Uphold denials of exemption for religious purposes for special assessment for fire services- St. Paul's Catholic Church pursuant to Ordinance 15-10, Section 10-45 (d) & (e).

**Analysis:**

See attached documents.

**Options:**

1. Uphold staff recommendation
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

The total fire fire to be applied to the denied properties (3) is \$1,168.00.

**Submission Date and Time:** 10/22/2015 2:38 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. 001-0000-325-2100 _____ Project No. _____ WF No. _____ Budget _____ Available _____
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**To:** Mayor and City Commissioners  
**From:** Al Minner, City Manager  
**Subject:** Appeal of Partial Denial of Exemption for Religious Purposes for  
Special Assessment for Fire Services – St. Paul's Catholic Church  
**Date:** October 26, 2015

St. Paul's Catholic Church has appealed the partial denial of their request for a Religious Exemption for the Fire Fee Assessment on five of their properties.

Two properties were approved for the exemption; the rectory and the church, and five properties were denied; the thrift shop, the school (3 buildings), and the school administration building. The total fire fee to be applied to the denied properties is \$1168.00. (See attachment 1).

The denial is based on the interpretation of the Special Assessment for Fire Services Ordinance 15-10, passed on March 23, 2015 which states as follows:

"Only those portions of a tax parcel used ***predominantly*** for religious purposes shall be exempt. Property used for profitmaking purposes shall not be exempt from Fire Protection assessments, even if owned by a religious organization" [Emphasis added]

A determination was made that "Thrift Shops" and "Schools and School Related Property" were not predominantly religious purposes and were therefore denied the exemption.

Two additional organizations were denied exemptions on similar properties for the same reason.

1. The First Baptist Church – Three Properties – The School and the Thrift Shop for \$4,922.00.
2. Morrison United Methodist Church – The Thrift Shop for \$178.00.

The City Commission must decide, as stated in Ordinance 15-10, whether the City Administrator properly applied the criteria imposed by the Ordinance for granting or denying the exemption. (See Attachment 3).

No other appeals have been filed by property owners against whom the fire assessment has been levied.

Attachment 1 – Exemption Approval/Denial Letter to St. Paul's

Attachment 2 – Appeal Letter From St. Paul's

Attachment 3 – Ordinance 15-10, Section 10-45 (d) & (e)



# City of Leesburg, Florida

Al Minner, City Manager

Finance Department

William Spinelli CPA  
Finance Director

St. Paul's Catholic Church  
1300 Sunshine Ave.  
Leesburg, FL, 34748

## RE: Application for Exemption For Religious Purposes For Special Assessment For Fire Services

Dear Ms. Juliano,

The City of Leesburg has received your application for the Exemption for Religious Purposes for the City of Leesburg Special Assessment for Fire Services. In accordance with Resolution No. 9580, Section 14 (d), the City of Leesburg has created an Exemption for property used for religious purposes. **Only those portions of a tax parcel used predominantly for religious purposes shall be exempt.**

Property used for profitmaking purposes shall not be exempt from Fire Protection assessments, even if owned by a religious organization. Use of property for functions not requiring a business or occupational license, conducted by the property owner at its primary location, the revenue of which is used wholly for exempt religious purposes, shall not be considered profit making activity.

This letter is to inform you that the following properties have been **APPROVED** for the Religious Exemption for the City of Leesburg's Fire Services Special Assessment.

3405978	WENSKI THOMAS G AS BISHOP	1300 SUNSHINE AVE	2	Dwelling Units	1300 & 1302 Sunshine - Rectory
1773415	WENSKI THOMAS G AS BISHOP	1322 SUNSHINE AVE	38045	Square Feet	Church

Once a religious organization has obtained an exemption under this subsection, the City shall mail to the organization each year a notice informing the organization it must report any change in the status of the exempt property since the prior year, and that unless a change in status is reported, the exemption will continue in force for the coming year.

In addition to those properties approved, the following properties have been **DENIED** for the Religious Exemption for the City of Leesburg's Fire Services Special Assessment.

1205123	WENSKI THOMAS G AS BISHOP	1304 SUNSHINE AVE	3310	Square Feet	School Admin
1204780	WENSKI THOMAS G AS BISHOP	1321 SUNSHINE AVE	5088	Square Feet	Thrift
1205042	WENSKI THOMAS G AS BISHOP	1306 SUNSHINE AVE	2000	Square Feet	Youth Ministry & School - 3 Bldgs
1205042	WENSKI THOMAS G AS BISHOP	1306 SUNSHINE AVE	1288	Square Feet	Youth Ministry & School - 3 Bldgs
1205042	WENSKI THOMAS G AS BISHOP	1306 SUNSHINE AVE	1288	Square Feet	Youth Ministry & School - 3 Bldgs

**Church related properties denied the exemption will be assessed the Institutional rate of \$0.09 per square foot. The estimated Fire Assessment Fee is \$1168.00.**



# City of Leesburg, Florida

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Al Minner, City Manager

Finance Department

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William Spinelli CPA  
Finance Director

Per Resolution 9580, Section (14), any property owner aggrieved by denial by the City Administrator of an application for exemption may appeal that decision to the City Commission by filing a written notice of appeal with the City Administrator no later than ten (10) days after the City Administrator gives notice to the property owner of the denial of the exemption application. The sole issue to be decided by the City Commission on any appeal under this subsection shall be whether the City Administrator properly applied the criteria imposed by this Resolution for granting or denying the exemption sought, and if the City Commission determines the City Administrator made no error in evaluating the application in light of the criteria imposed by this Resolution, the City Commission must uphold the denial of the exemption.

Should you have any questions or concerns please contact the Finance Department at (352) 728-9786 Ext. 1400.

Sincerely,

Al Minner  
City Manager

# BakerHostetler

## Baker&Hostetler LLP

SunTrust Center, Suite 2300  
200 South Orange Avenue  
Orlando, FL 32801-3432

T 407.649.4000  
F 407.841.0168  
www.bakerlaw.com

Alberto S. Bustamante, III  
direct dial: 407.540.7900  
abustamante@bakerlaw.com

August 27, 2015

**VIA E-MAIL (CITYMANAGER@LEESBURGFLORIDA.GOV)**  
**VIA OVERNIGHT MAIL**

Al Minner  
City Manager  
City of Leesburg  
501 W. Meadow Street  
P.O. Box 490630  
Leesburg, FL 34748-0630

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*Re: Appeal of the Denial of Application for Exemption for Religious Purposes for Special  
Assessment for Fire Services  
Client-Matter #: 058801.000174*

Dear Mr. Minner:

The undersigned represents the Diocese of Orlando, which includes Catholic Community of St. Paul's Catholic Church, regarding matters relating to the Special Assessment for Fire Services.

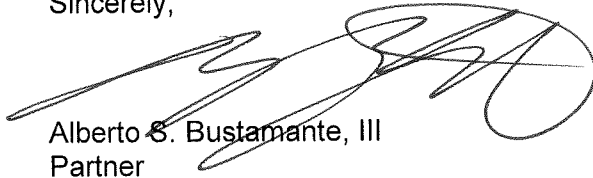
As you may recall, I attended the hearing on March 23, 2015 when the City Commission adopted the Fire Protection Assessment Ordinance. On July 29, 2015, the enclosed Application for Exemption was submitted to the City for five Church properties. On August 24, 2015, St. Paul's Catholic Church received the enclosed letter stating that the Application for Exemption was denied for the parish's community services/thrift shop property and for the parochial school properties.

Per Resolution 9580, Section (14), please allow this letter to serve as a written notice of appeal for the denial of the Application for Exemption for Religious Purposes for Special Assessment for Fire Services.

Al Minner  
August 27, 2015  
Page 2

Please advise me as to the applicable procedures required by the City in order to prosecute this appeal.

Sincerely,



Alberto S. Bustamante, III  
Partner

Enclosures

cc: Fr. John Giel  
Fr. Mark Wajda  
Bryan Joseph  
Roger Barnes  
Fred Morrison, Esq.

## ATTACHMENT 3

### From Special Assessment for Fire Services Ordinance 15-10

#### Section 10-45. Authorization for exemptions and hardship assistance.

- (d) Property used primarily for religious purposes, determined under the criteria specified in §196.196, Fla. Stat., shall be exempt from Fire Protection assessments under this Ordinance. Only those portions of a tax parcel used predominantly for religious purposes shall be exempt. Property used for profitmaking purposes shall not be exempt from Fire Protection assessments, even if owned by a religious organization. Use of property for functions not requiring a business or occupational license, conducted by the property owner at its primary location, the revenue of which is used wholly for exempt religious purposes, shall not be considered profit making activity. Prior to October 1, 2015, any religious organization, which owns property for which it seeks an exemption under this subsection, shall file with the City Administrator an application under oath, demonstrating entitlement to such exemption under the criteria provided herein. Religious organizations coming into being after October 1, 2015, or which acquire property after that date for which they wish to seek this exemption, shall file the application prior to October 1 of the year in which they wish to seek the exemption. Once a religious organization has obtained an exemption under this subsection, the City shall mail to the organization each year a notice informing the organization it must report any change in the status of the exempt property since the prior year, and that unless a change in status is reported, the exemption will continue in force for the coming year.
- (e) The City Administrator shall review all applications for exemption and grant, deny, or grant in part, any such application, applying the criteria specified in this Ordinance. Any property owner aggrieved by denial by the City Administrator of an application for exemption may appeal that decision to the City Commission by filing a written notice of appeal with the City Administrator no later than ten (10) days after the City Administrator gives notice to the property owner of the denial of the exemption application. The sole issue to be decided by the City Commission on any appeal under this subsection shall be whether the City Administrator properly applied the criteria imposed by this Ordinance for granting or denying the exemption sought, and if the City Commission determines the City Administrator made no error in evaluating the application in light of the criteria imposed by this Ordinance, the City Commission must uphold the denial of the exemption.



# AGENDA MEMORANDUM

**Item No:** 5B.

**Meeting Date:** October 26, 2015

**From:** Dan Miller, Planning & Zoning Manager

**Subject:** Ordinance rezoning approximately 0.22 acres on Dixie Avenue from R-2 (Medium Density Residential) to SPUD (Small Planned Unit Development)

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## **Staff Recommendation**

Planning and Zoning Staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from R-2 (Medium Density Residential) to City SPUD (Small Planned Unit Development)

## **Analysis**

The project site is approximately 0.22/- acres. The property is generally located on the north side of Dixie Avenue, just east of Palmetto Street, as shown on the attached General Location Map. The present zoning for this property is R-2 (Medium Density Residential). The current use of the property is an unoccupied office building. The proposed use is for a professional counseling office. The surrounding zoning designations are P (Public) to the north and south, with R-2 (Medium Density Residential) to the east and west. The surrounding Future Land Use Map designations are Recreational Trails to the north and south, with Transitional to the east and west.

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area. This request is consistent with similar nearby uses and does not appear to create a detriment to the surrounding properties.

The existing land uses surrounding the property are recreational courts to the north, Venetian Gardens Park to the south, a medical office to the east, and multi-family (apartments) to the west. The property is connected to City of Leesburg utilities.

By a vote of 7 to 0 on September 17, 2015, the Planning Commission voted to recommend approval.

## **Options**

1. Approve the proposed rezoning to City (Small Planned Unit Development) thereby appropriate zoning conditions and development standards for this property.
2. Other such action as the Commission may deem appropriate.

## Fiscal Impact

No fiscal impact is anticipated as a result of this action.

Submission Date and Time: 10/22/2015 2:38 PM

Department: <u>Comm Dev, P &amp; Z Div</u> Prepared by: <u>Dan Miller, P&amp;Z Manager</u> Attachments: Yes <u>X</u> No <u>      </u> Advertised: <u>      </u> Not Required <u>      </u> Dates: <u>      </u> Attorney Review : Yes <u>      </u> No <u>      </u> <u>      </u> Revised 6/10/04	Reviewed by: Dept. Head <u>      </u> Finance Dept. <u>      </u> Deputy C.M. <u>      </u> MWR <u>      </u> Submitted by: City Manager <u>      </u>	Account No. <u>      </u> Project No. <u>      </u> WF No. <u>      </u> Budget <u>      </u> Available <u>      </u>
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 0.22 ACRES FROM R-2 (MEDIUM DENSITY RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF DIXIE AVENUE AND EAST OF PALMETTO STREET, AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19, RANGE 24, SUBJECT TO CONDITIONS CONTAINED IN EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE. (Harmony United)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

**Section 1.**

Based upon the petition of Trance Real Estate, LLC (Harmony United), the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from R-2 (Medium Density Residential) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)  
(See Exhibit B)

**Section 2.**

This ordinance shall become effective upon its passage and adoption, according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE CITY OF LEESBURG**

By: \_\_\_\_\_  
Elise A. Dennison, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

**HARMONY UNITED  
REZONING TO SPUD (SMALL PLANNED UNIT DEVELOPMENT)  
PLANNED DEVELOPMENT CONDITIONS  
September 17, 2015**

These Planned Development Conditions for a SPUD (Small Planned Unit Development) District are granted by the City of Leesburg Planning Commission, Lake County, Florida to Trance Real Estate (Harmony United, Inc.), "Permittee" for the purposes and terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Development Process" of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND:** The "Permittee" has submitted an application requesting a SPUD (Small Planned Unit Development) zoning district to permit single family residential, office, medical and educational uses on an approximately .22 acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

**1. PERMISSION**

Permission is hereby granted to Harmony United, Inc. to operate and maintain a SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg. The property is generally located on the north side of Dixie Avenue, and east of South Palmetto Street. The property is more particularly described as shown in the attached legal description below.

**2. LEGAL DESCRIPTION**

See attached legal Exhibit B

**3. LAND USES**

The above-described property shall be used for SPUD (Small Planned Unit Development) uses as limited herein, and pursuant to City of Leesburg development codes and standards.

**A. Uses**

- 1) Uses shall be those listed as permitted uses in this document and shall occupy the approximate area as shown on the Conceptual Plan.
- 2) Permitted Uses shall be as follows:
  - a. Single family residential uses, office, medical and educational and associated uses.
- 3) Uses prohibited shall be as follows:
  - a. commercial and industrial uses
  - b. group homes
  - c. entertainment/recreation

- d. places of worship
- e. crematoriums
- f. Any other similar uses which are not considered single family residential, office, medical and educational in character or intensity which may adversely impact the adjoining properties due to traffic, noise, dust, etc.

B. Area

The Impervious surface coverage for this site shall not exceed eighty (80) percent of the gross site area.

C. Open Space

A minimum of twenty (20) percent of the site shall remain as open space, including retention areas, buffer and landscaped areas. Parking areas and vehicle access areas shall not be considered in calculating open space.

4. **SITE ACCESS**

- A. Legal access to the property is currently available from the south side along Dixie Avenue. Should future access improvements on the north side of the subject property be desired, applicant agrees to provide plans and permits necessary and required by the City of Leesburg.

5. **DEVELOPMENT STANDARDS**

- A. The minimum development standards shall be those required for the R-2 (Medium Density Residential) district except as amended by these conditions including the Conceptual Plan.
- B. All operations shall be carried on entirely within an enclosed structure, except as permitted under accessory uses of Section 25-284, City of Leesburg Code of Ordinances, as amended.

6. **PARKING**

- A. The permittee shall maintain off-street parking spaces within the project per the conceptual site plan, pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.

7. **WETLANDS**

- A. Should wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).

8. **DRAINAGE AND UTILITIES**

- A. Should future redevelopment of the site be desired, prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan

and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

- 1) A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
- 2) A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

**9. TRANSPORTATION**

- A. If future redevelopment of the property is desired, any transportation improvements including but not limited to signage or turn lanes shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. All required transportation improvements shall comply with regulations of the City of Leesburg, as applicable.

**10. LANDSCAPING AND BUFFER REQUIREMENTS**

- A. Should additional landscaping and/or buffering be required, it shall be added in accordance with regulations contained within the City of Leesburg Code of Ordinances including;
- 1) For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.
    - a. Two (2) canopy trees
    - b. Two (2) ornamental trees
    - c. Thirty (30) shrubs
    - d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
    - e. Existing vegetation in the required buffer shall be protected during construction.

**11. MAINTENANCE**

- A. With the exception of public utilities and sidewalks, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage shall be the responsibility of the owner.

**12. MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Development Conditions. Any other proposed use must be specifically authorized in accordance with the Planned Development amendment process.
- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

- D. The transfer of ownership or lease of any or all of the property described in this SPUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These SPUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

13. **LEVELS OF SERVICE**

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

## LEGAL DESCRIPTION

## EXHIBIT B

Begin at the Southwest corner of Block 45 in the City of Leesburg, Lake County, according to the official plat of said City, filed 17 July 1912, and recorded in Plat Book 2, Page 19, of the Public Records of Lake County, Florida, which said point is the Northeast corner of Dozier Avenue and Palmetto Street, in said City, and run East along Northside of Dozier Avenue a distance of 59 feet for a point of beginning for this description; run thence East along the North side of Dozier Avenue a distance of 60 feet, thence North a distance of 165 feet, thence West 60 feet, thence South 165 feet to the point of beginning; said property being a part of the Paddock property and comprising the center of the three lots made out of the West 180 feet of an area which includes the South 32 feet of Lots 52 and 53, Lots 54, 55, 56 and 57 and the North 33 feet of Lots 58 and 59 of Knott's Subdivision of the City of Leesburg, Florida.

CONCEPTUAL SITE PLAN  
RZ15-89 HARMONY UNITED

EXHIBIT C



RZ 15-89  
104 E Dixie  
Harmony United  
Leesburg, Florida 34748



North

(NTS)

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** September 16, 2015  
**OWNER:** Trance Real Estate LLC  
**PETITIONER:** Aman Passi  
**PROJECT:** Harmony United  
**REQUEST:** Rezoning  
**CASE NO.:** RZ-15-89

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

POLICE

No comments received as of 09/16/15

FIRE

“Nothing from Fire.” – David Johnson – 08/31/15

ELECTRIC

“Electric has no objections to the rezoning to allow doctor office.” – Steve Davis – 08/31/15.

WATER DISTRIBUTION

No comments received as of 09/16/15

WATER BACKFLOW

“Water Backflow has no issues.” – Helga Bundy – 09/04/15

STORMWATER

“No issues for Stormwater.” – Robert Beard – 09/01/15

WASTEWATER

“No issues for Wastewater.” – Robert Beard – 09/01/15

GAS

Approved by the City of Leesburg Gas Dept – per Kim Keenan – Gas Distribution Coordinator – 09/01/15

GIS

No comments received as of 09/16/15

BUILDING

No comments received as of 09/16/15

ENGINEERING/PUBLIC WORKS/SURVEY

No comments received as of 09/16/15

## ADDRESSING

No comments received as of 09/16/15

## ECONOMIC DEVELOPMENT

No comments received as of 09/16/15

## PUBLIC RESPONSES

### **Approval**

No comments received as of 09/16/15

### **Disapproval**

No comments received as of 09/16/15

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
STAFF SUMMARY**

**DATE:** September 11, 2015  
**OWNER:** Trance Real Estate  
**PETITIONER:** Aman Passi  
**PROJECT:** Harmony United  
**REQUEST:** Rezoning  
**CASE NO.:** RZ-15-89

**GENERAL LOCATION:** The property is generally located north of East Dixie Ave and East of South Palmetto Street.

**FUTURE LAND USE DESIGNATION:**  
Transitional

**SURROUNDING FUTURE LAND USE DESIGNATION:**

North -	Recreational Trails
South -	Recreational Trails
East -	Transitional
West -	Transitional

**PROPOSED FUTURE LAND USE DESIGNATION:**  
Transitional (no change requested)

**EXISTING ZONING DESIGNATION:** R-2 (Medium Density Residential)

**SURROUNDING ZONING DESIGNATIONS:**

North –	P (Public)
South -	P (Public)
East -	R-2 (Medium Density Residential)
West -	R-2 (Medium Density Residential)

**PROPOSED ZONING DESIGNATION:**  
SPUD (Small Planned Unit Development)

**EXISTING LAND USE:** Office Use

**SURROUNDING LAND USE:**

North -	Recreational (tennis courts)
South -	Venetian Gardens Park
East -	Office
West -	Residential

**PROPOSED LAND USE:** Doctor's Office



## **CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS**

**OWNER:** Trance Real Estate LLC (Harmony United)  
**PETITIONER:** Aman Passi  
**REQUEST:** Rezoning to SPUD (Small Planned Unit Development)  
**CASE NO.:** SPUD 15-89  
**MEETING DATE:** September 17, 2015

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### **THE PLANNING & ZONING DIVISION RECOMMENDS:**

APPROVAL of the request

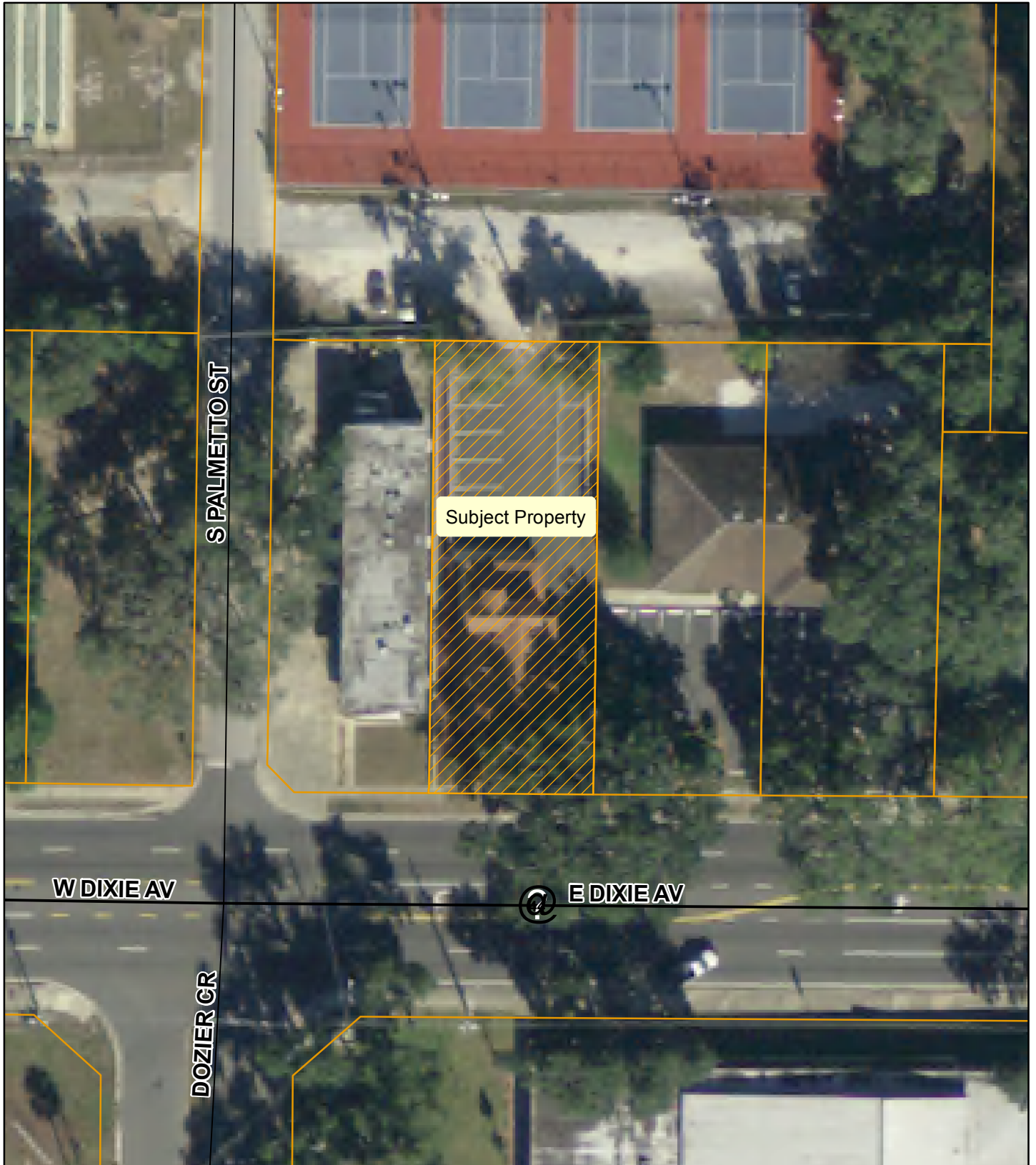
#### **for the following reason(s):**

1. The proposed zoning district of SPUD (Small Planned Unit Development), as conditioned and shown in "Exhibit A", is compatible with adjacent properties zoned P (Public) to the north and south, and with properties zoned R-2 (Medium Density Residential) to the east and west.
2. The proposed zoning district SPUD (Small Planned Unit Development) as conditioned and shown in "Exhibit A" is compatible with the existing Future Land Use designation of Transitional and with the surrounding Future Land Use Designations of Recreational Trails to the north and south, and Transitional to the east and west..
3. The rezoning of the subject properties is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.
4. Rezoning the subject properties to SPUD (Small Planned Unit Conditions) will foster additional economic development in the area of Dixie Avenue.

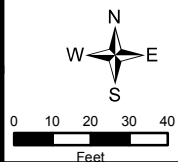
#### **Action Requested:**

1. Vote to approve the proposed rezoning from R-2 (Medium Density Residential) to SPUD (Small Planned Unit Development) with the attached ExhibitsA and forward to the City Commission for consideration.

# Aerial



**Planning  
& Zoning  
Division**

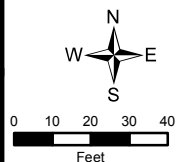


**RZ-15-89  
Harmony United  
Leesburg, Florida  
Sec 26 Twp 19 Rge 24**

# Zoning

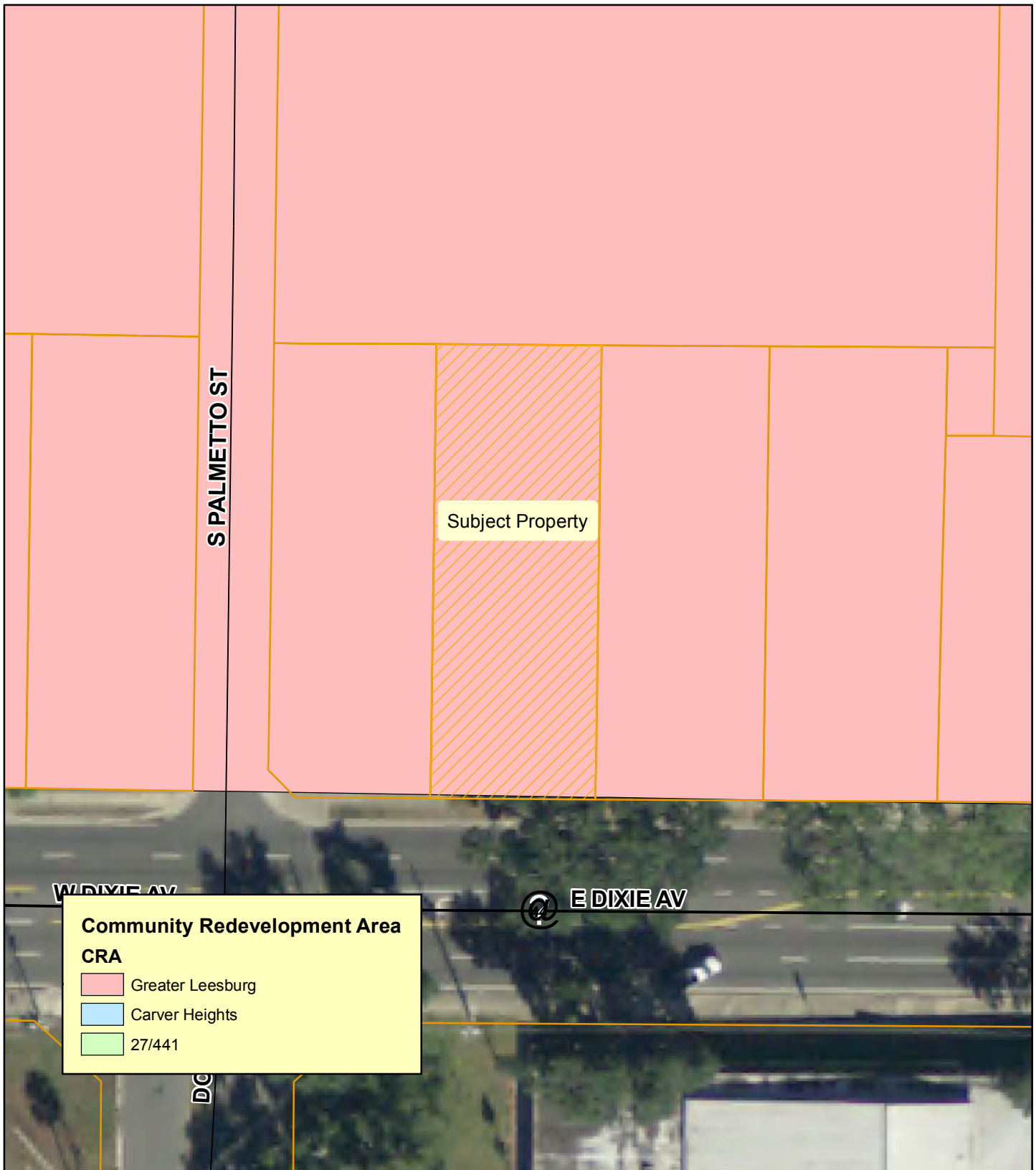


**Planning  
& Zoning  
Division**

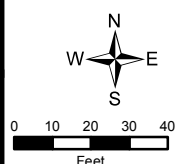


**RZ-15-89**  
**Harmony United**  
**Leesburg, Florida**  
**Sec 26 Twp 19 Rge 24**

# Community Redevelopment Areas

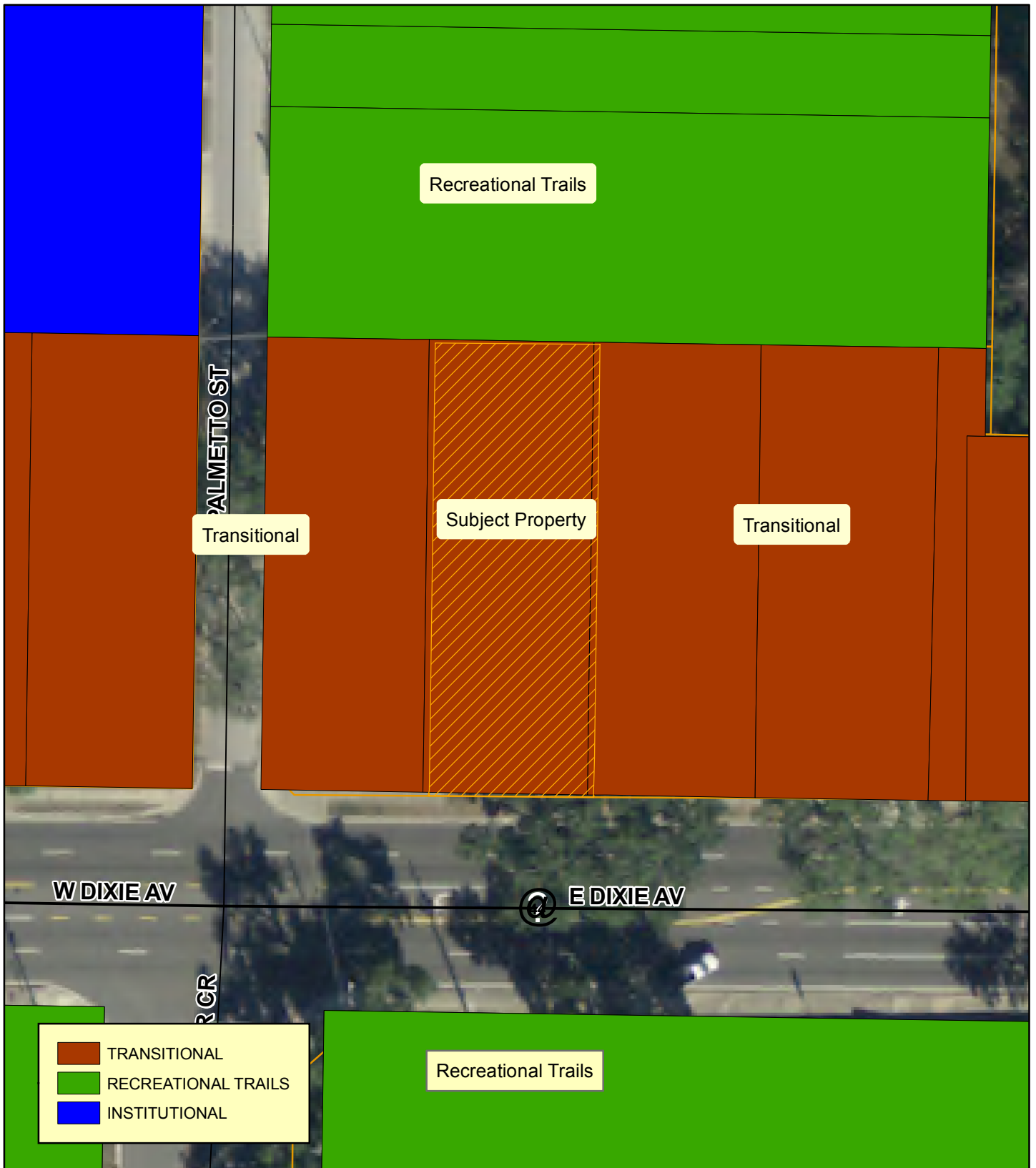


**Planning  
& Zoning  
Division**

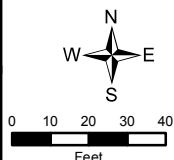


**RZ-15-89**  
**Harmony United**  
**Leesburg, Florida**  
**Sec 26 Twp 19 Rge 24**

# Future Land Use



Planning  
& Zoning  
Division

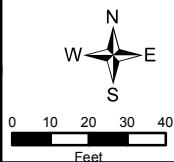


RZ-15-89  
Harmony United  
Leesburg, Florida  
Sec 26 Twp 19 Rge 24

# Surrounding Land Use

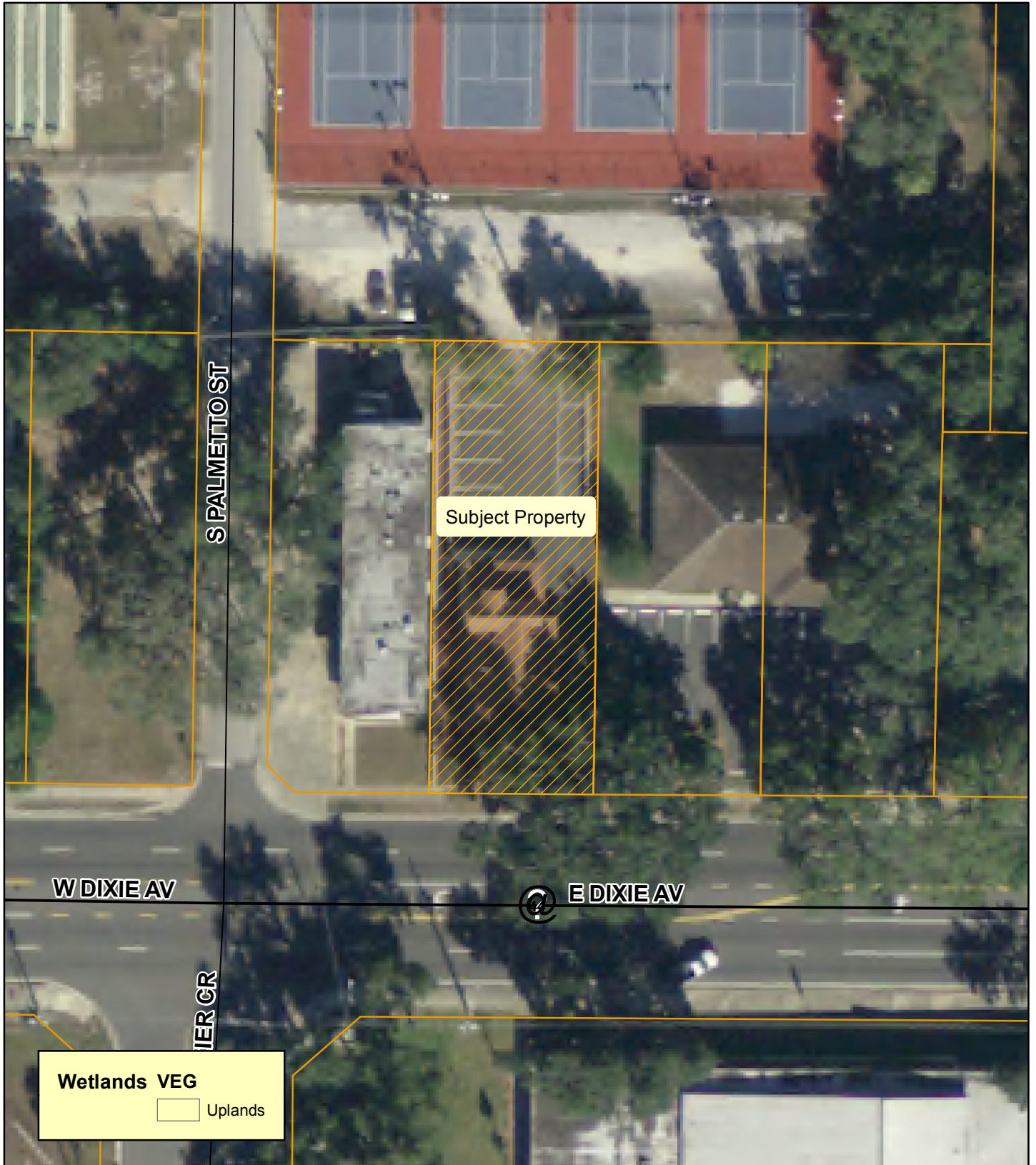


**Planning  
& Zoning  
Division**

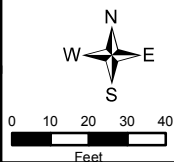


**RZ-15-89  
Harmony United  
Leesburg, Florida  
Sec 26 Twp 19 Rge 24**

# Wetlands & Flood Zones



Planning  
& Zoning  
Division



RZ-15-89  
Harmony United  
Leesburg, Florida  
Sec 26 Twp 19 Rge 24



View of subject property from Dixie Avenue looking north



View of adjacent property to the north, looking east.



View of adjacent property to the south on Dixie Avenue



View of adjacent property to the east on Dixie Avenue



*View of adjacent property to the west along Dixie Avenue*



# AGENDA MEMORANDUM

Item No: 5C.

Meeting Date: October 26, 2015

From: Al Minner, City Manager

Subject: AMVETS – Sign Request

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## Analysis:

In July 2015, the City Commission approved an agreement to permit construction of a helicopter in Veteran's Memorial Park. Don VanBeck is requesting that the agreement be amended. The request eliminates the cost of lighting the helicopter and requests that the City construct a park sign.

Submission Date and Time: 10/22/2015 2:40 PM

Department: _____	Reviewed by: Dept. Head _____	Account No. _____
Prepared by: _____	Finance Dept. _____	Project No. _____
Attachments: Yes___ No___	Deputy C.M. _____	WF No. _____
Advertised: _____ Not Required _____	Submitted by: _____	Budget _____
Dates: _____	City Manager _____	Available _____
Attorney Review : Yes___ No___		
Revised 6/10/04		

## AGREEMENT FOR PLACEMENT OF MEMORIAL HELICOPTER

**THIS AGREEMENT** is entered into by **THE CITY OF LEESBURG, FLORIDA** (referred to hereinafter as the "City"), **VETERANS MEMORIAL AT FOUNTAIN PARK, INC.** (referred to hereinafter as "Memorial Group"), and **LEESBURG AMVETS POST NO. 2006, THE AMVETS POST 2006** (hereinafter referred to as AMVETS").

### WITNESSETH:

**THAT** Memorial Group raised money for, obtained, and constructed a memorial (referred to hereinafter as the "Memorial") to veterans of the military service of the United States of America, in a park owned by the City, formerly known as Fountain Lake Park and now known as Veterans Memorial Park (hereinafter referred to as the "Park"). The Memorial was then conveyed to the City by an instrument in which the Memorial Group and the City agreed to allocate certain responsibilities between themselves regarding the maintenance of the Memorial and continued additions to it. Memorial Group now wishes to augment the Memorial by placing a deactivated Huey Helicopter (hereinafter referred to as the "Helicopter") in the Park, near the Memorial. The parties have entered into this Agreement to allocate responsibilities among themselves regarding the Helicopter.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained in this Agreement, the approval by the City for placement of the Helicopter in the Park, and other good and valuable considerations, in hand paid and given by each party to the other, the receipt and sufficiency of which are acknowledged by all parties for the benefit and reliance of one another, the City, Memorial Group, and the AMVETS, jointly and severally agree as follows:

1. The Memorial Group will, at its expense and without financial contribution from the City, obtain clear title to a deactivated Huey Helicopter, and transport it to the Leesburg area, to be stored at a location other than the Park until all conditions of this Agreement precedent to placement in the Park have been met.

2. Before the Helicopter is moved into the Park, the following conditions must be met with no financial contribution from, or financial obligation on the part of the City, except as described in items "h" and "i" of this ~~for the electrical power as described in paragraph "h":~~

- a. The Helicopter will be placed on an elevated pole, and the engineering, design, and specifications for the pole with the Helicopter attached must meet all building code and wind load requirements, as determined by the City's Building Official. Sign Crafters, Inc. will be designing the pole.
- b. All necessary permits must be obtained for the acquisition, transport, and erection of the pole mount must be obtained before commencement of any work.

- c. The Helicopter will be fully painted and all markings desired by the Memorial Group placed on it.
- d. The Memorial Group must submit a specifications sheet for the paint used on the Helicopter, so the City may verify independently the quality, anticipated longevity, and other properties of the paint used.
- e. The City and the Memorial Group must agree jointly, in writing, on a suitable location for placement of the Helicopter within the Park, which will not require removal of any existing trees.
- f. The City must approve, in writing, all plans and specifications for the pole mount, the manner of its construction, and the landscaping, fencing or other accessories the Memorial Group plans to place in the Park along with the Helicopter.
- g. The Memorial Group must then construct the pole mount and transport the Helicopter to the Park,
- ~~h. The Memorial Group will construct a 3 spot light facility that will illuminate the Helicopter display with LED lights. The light display shall not have a detrimental effect on the surrounding area. After construction and during the term of this Agreement, the City will supply and absorb the cost of electrical power to the spot lights.~~

~~The City will erect a Vertan's Memorial Park monument style sign, as depicted in Exhibit "A" along Meadow Street at its cost.~~

- i. The Memorial Group will construct and extend irrigation system to the monument area during construction. The City shall assume the perpetual cost for irrigation water.

3. Once the Helicopter is placed in the Park and accepted by the City as provided below, the AMVETS agrees at its expense to maintain the cosmetic appearance of the Helicopter and pole mount for so long as they remain in the Park. The AMVETS will indemnify the City and hold it harmless against any costs incurred or paid by the City to conduct cleaning which is the responsibility of the AMVETS under this Agreement.

4. The Memorial Group will indemnify the City and hold it harmless against any of the following:

- a. Any unpaid bills for labor, services or materials in connection with the acquisition, transport, painting and other improvements, engineering and design, and construction of the pole mount and placement of the Helicopter, and will not suffer the imposition of any lien or claim against the City or its property due to any such unpaid bills.

- b. Any death, injury to persons, or damage to property, arising out of the acquisition, transportation, painting and other improvements of the Helicopter, construction of the pole mount, installation of the Helicopter on the pole mount, or otherwise arising out of the activities of the Memorial Group related in any manner to the Helicopter, which occur prior to the date the City accepts the Helicopter as provided below. The Memorial Group shall assure that all contractors engaged in transporting the Huey Helicopter to the park will have a policy of public liability insurance covering their work and actions in connection therewith.

5. The AMVETS shall indemnify the City and hold it harmless against any death, injury to persons, or damage to property, arising out of the activities of the AMVETS, its agents, contractors, servants or employees, arising out of or in any way related to the cosmetic appearance of the Helicopter or any other activity of the AMVETS in carrying out its responsibilities under Paragraph 3 of this Agreement.

6. Once the City has inspected the Helicopter, pole mount, landscaping and any other improvements placed by the Memorial Group in the Park associated with the Helicopter, and found all to be acceptable and in compliance with applicable Codes, the Memorial Group shall convey to the City title to the Helicopter and associated improvements, in perpetuity, by written instrument the form and content of which are acceptable to the City. Once this conveyance has been accepted by the City Commission by Resolution at a public meeting, the City shall be deemed to have accepted the Helicopter for purposes of this Agreement, subject to possible removal as stated in Paragraph 7 below.

7. If the City at any time determines the Helicopter is not being maintained adequately, and all maintenance deficiencies are not cured within 45 days of written notice from the City to the Memorial Group and the AMVETS, the City may at its sole option and in its sole discretion require the Memorial Group to remove the Helicopter and all associated structures and improvements from the Park at its sole expense, and if such removal is not accomplished, the City may remove the Helicopter and associated improvements and bill the Memorial Group for all expenses incurred in such removal.

8. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by all parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the

parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

9. The parties do not intend to create any rights in any third party to enforce the terms of this Agreement, which shall be for the benefit of the named parties only, and their lawful successors and assigns. There shall be no third party beneficiaries of this Agreement.

10. No party may assign any of its rights, or delegate any of its duties, under this Agreement, unless such assignment or delegation is accomplished by a written instrument in which all parties have joined and consented. No party shall be obligated to recognize or honor any assignment or delegation not in strict accordance with these requirements.

11. If either the AMVETS or the Memorial Group is dissolved or otherwise ceases to exist as a legal entity, files any proceedings in bankruptcy or insolvency, or has any such proceedings filed against it involuntarily and such involuntary proceedings are not dismissed within 60 days after filing, the City may at its sole option and in its sole discretion terminate this Agreement and remove the Helicopter and associated improvements from the Park, and charge the expense thereof to the other party remaining in existence.

12. In the event of any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorney's fees in such action or proceeding, in addition to any other relief obtained, whether at trial, on appeal, in any proceedings in bankruptcy or insolvency, or in any proceedings to collect or enforce a judgment obtained.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to enter into this Agreement.

VETERANS MEMORIAL AT  
FOUNTAIN PARK, INC.

DATE: \_\_\_\_\_, 2015

BY: \_\_\_\_\_  
DONALD L. VAN BECK  
EXECUTIVE DIRECTOR

LEESBURG AMVETS POST 2006

DATE: \_\_\_\_\_, 2015

BY: \_\_\_\_\_  
DON TROMBLEY, Commander

THE CITY OF LEESBURG, FLORIDA

DATE: \_\_\_\_\_, 2015

BY: \_\_\_\_\_  
ELISE DENNISON, Mayor

APPROVED AS TO FORM AND  
CONTENT:

Attest: \_\_\_\_\_  
ANDI PURVIS, City Clerk

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

